

# BOARD OF SUPERVISORS

## Brown County

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### PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair  
Dave Kaster, Vice Chair  
Dave Landwehr, Norbert Dantine, Tom Sieber

### **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

**Monday, May 20, 2013**

**Approx. 5:15 p.m. (To follow Land Con Mtg)  
Annual Town Advisory Meeting to Follow PD&T  
Duck Creek Public Works Department  
2198 Glendale Avenue - Howard**

### **\*\*NOTE TIME AND LOCATION\*\***

- I. Call Meeting to Order.
  - II. Approve/Modify Agenda.
  - III. Approve/Modify Minutes of April 22, 2013.
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1. Review minutes of:
    - a. Board of Adjustment (April 29, 2013).
    - b. Planning Commission Board of Directors (April 3, 2013).

### **Comments from the Public**

### **Presentation**

2. WisDOT Northeast Region Update.

### **Airport**

3. Budget Status Financial Report for April, 2013.

### **Register of Deeds**

4. Budget Status Financial Report for January-March, 2013.

### **Port & Solid Waste**

5. Resolution To Lease Two Acres of land at 1445 Bylsby Avenue to Greenwood Energy.
6. Resolution To Lease Six Acres of Land at 3800 Heritage Road to Forward vision Environmental.
7. Budget Adjustment 13-39: Increase in expense with offsetting increase in revenue.
8. Director's Report.

### **Planning and Land Services**

#### **Planning Commission**

9. Resolution to Authorize the Participation of Brown County in Forming a Bay-Lake Regional Loan Fund.

**Public Works**

10. Resolution No.: 139-2012-13 re: oppose freezing the renewable energy requirements. *Held for one month.*
11. Summary of Operations.
12. Director's Report.

**Land Information** – No Items.

**Other**

13. Audit of bills.
14. Such other matters as authorized by law.

Bernie Erickson, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY  
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, April 22, 2013 in Room 161, UW-Extension, Green Bay, Wisconsin

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**Present:** Chair Erickson, Supervisors Dantine, Kaster, Landwehr, Sieber  
**Also Present:** Executive Streckenbach, Paul Van Noie, Doug Marsh, Jeff Oudeans, Chuck Lamine, Dean Haen, Supervisor Van Dyck and Other Interested Parties, News Media.

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**I. Call Meeting to Order**

The meeting was called to order by Chairman Bernie Erickson at 6:25 p.m.

**II. Approve/Modify Agenda**

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve.

Vote taken. MOTION CARRIED UNANIMOUSLY.

**III. Approve/Modify Minutes of March 25, 2013**

Motion made by Supervisor Kaster, seconded by Supervisor Sieber to approve the minutes of March 25, 2013.

Vote taken. MOTION CARRIED UNANIMOUSLY.

**1. Review Minutes of:**

**a. Board of Adjustment (February 4, 2013)**

Supervisor Kaster had questions related to the minutes of the Public Hearing held before the Board of Adjustments on the 4<sup>th</sup> of February 2013 which resulted in an appeal by Danalee White Gladdis ETAL. This appeal for an addition onto an existing legal non-conforming building that will be greater than 50% of the assessed value was granted. The property is Lot 11 of Shore Acres Plat in the Town of Green Bay, parcel #GB694. Trustee Kaster questioned why this decision was made if it is a legal non-conforming structure and Planning Director Chuck Lamine agreed to follow-up.

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.

Vote taken. MOTION CARRIED UNANIMOUSLY.

**b. Planning Commission Board of Directors (March 6, 2013)**

Chuck Lamine reported that nine of the approximately 175 acres of developable property at the Brown County Farm has been sold to Cardinal Capital Group for a Veterans Housing Project. If the WHEDA tax credits are approved, the sale will be complete. A recommendation was made that the minutes reflect that the sale is pending.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file Item 1b with adjustment. Vote taken. MOTION CARRIED UNANIMOUSLY.

**c. Revolving Loan Fund Committee (February 12, 2013)**

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file Item 1c.

Vote taken. MOTION CARRIED UNANIMOUSLY.

**d. Solid Waste Board (January 21, 2013 and March 18, 2013)**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file Item 1d.

Vote taken. MOTION CARRIED UNANIMOUSLY.

Comments from the Public - None

III

**Presentation**

**2. Tom Dobish, Design Build Joint Venture Partners, on purchase of former Mental Health Center Property with possible action**

Mr. Tom Dobish, 850 Liebman Court – Suite 6, Green Bay, WI, President of Development Construction for Design Build Joint Venture Partners began his presentation by explaining his background. Mr. Dobish is licensed as a securities dealer, real estate and insurance broker, in addition to a residential, commercial, and industrial real estate appraiser. A list of projects the company has worked on was distributed and is attached.

Mr. Dobish reiterated that the offer is to purchase 14.774 acres of developable land and 8.02 acres of un-developable land at the former Mental Health Center property. Parking requirements will fall under City of Green Bay zoning. Dobish indicated the assessed valuation of renovating the property and building by Design Build Joint Venture Partners is \$30,000,000. At \$23.00 per thousand this should provide Brown County with \$6,900,000 per year over an approximate three year period. Design Build Joint Venture Partners is interesting in renovating the building space, estimated at a cost of \$8 million which will provide an economic impact in the community. Mr. Kincaid opined that the building is worth saving, explaining his ideas for use at this quality structure site.

The committee clarified that if the County sells the property, Design Build Joint Venture Partners is willing to invest \$8 million into renovation. Supervisor Kaster noted that the County has attempted to sell this property for several years, stating they are not interested in selling the property and have it sit empty. Dobish indicated that although they have been aware of this property for several years, they were not ready to move ahead until this time.

Chairman Erickson suggested **that** Design Build Joint Venture Partners provide an Offer to Purchase to Brown County for further consideration.

**Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**Airport**

**3. Budget Status Financial Report for March, 2013**

**Motion made by Supervisor Sieber, seconded by Supervisor Dantine to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY**

**4. Director's Report**

None – Airport Director not present

**Register of Deeds**

**5. Budget Status Financial Report for January-February, 2013**

Register of Deeds, Cathy Williquette, was present to discuss the Financial Report for January-February 2013 as included in packet material compared to that of 2012.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**6. Register of Deeds 2012 Annual Report**

Williquette highlighted items in the annual report for 2012, stating that numbers show an increase over the previous year. Various questions were asked by the committee related to the benefit of redacting social security numbers, various operating expenses of the office, real estate fees collected, copies issued, records scanned, etc. All questions and an additional one by Supervisor Landwehr related to revenues in 2011 were explained by Ms. Williquette.

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**UW-Extension**

**7. Budget Status Financial Report for February, 2013**

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**8. Director's Report**

Judy Knudsen distributed information relative to activities at UW-Extension (attached), reporting that the date of June 23, 2013 has been set for the Brown County Breakfast at Wayside Dairy LLC (Natzke Farm) – 7937 Stone Road in Wayside. She explained that three families own and operate this 5<sup>th</sup> generation family farm and are celebrating 150 years of business this year. Wayside Dairy milks 1750 dairy cows and farm 2700 acres of crops.

Ms. Knudsen also explained the Community Gardens Program, stating that parcels of land are divided into plots which are rented by gardeners at a nominal fee. There are several gardens located in the Green Bay area, i.e. 5<sup>th</sup> Street, 8<sup>th</sup> Street Park, Maple Avenue/Augusta Street, along with Church Road in the Town of Scott, and on Highway 54 in Oneida. Knudsen reported an additional garden will be added this year at the Community Church in Howard, along with plots at the UW Extension Service Center. In total UW-Extension manages nearly 200 garden plots throughout the county.

Knudsen also explained FIELDS (Field Investigation Environmental Learning Decision-Making by Students), a new program being offered by UW Extension where educators work with schools to deliver science based education using hands-on, field-oriented experiences. A schedule is included in the attached handout.

Additional horticulture programs scheduled are in regard to lawn care and vegetable gardening, children and youth programs etc. (Please see attached newsletter for further details)

**Motion made by Supervisor Landwehr, seconded by Supervisor Dantine to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**Port & Solid Waste**

**9. Port Budget Status Financial Report for March, 2013**

Dean Haen pointed out differences between the Port and Solid Waste budget and year-to-date actual, stating that operation and maintenance is higher, noting that contracted services is lower. He indicated a budget adjustment may be forthcoming.

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**10. Solid Waste Budget Status Financial Report for March, 2013**

Haen reported that the Solid Waste budget is on target for revenues and expenses, although changes in waste through the transfer station, advance disposal system, and new landfill are expected in the future.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**11. Director's Report**

Director Haen highlighted activities from his written report (attached), stating that the Solid Waste Board and Planning & Development approved a resolution to purchase the Hoffmann property at the South Landfill for \$170,000, however, Mr. Hoffman was unwilling to sign an Offer to Purchase and therefore the item has been pulled by the County Board.

Brown County will be drafting and negotiating a contract on behalf of the BOW Single Stream Recycling Facility which will enable implementation of a 2<sup>nd</sup> shift that will reduce processing costs for all users and result in a higher recycling rebate paid back to users.

A two acre land lease has been negotiated with a company interested in storing fuel pellets on Bylsby Avenue and storage is scheduled to begin in June. An additional two acre land lease has been negotiated with a company interested in recycling shingles at the East Landfill. This process is scheduled to begin in July.

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Haen reported that Schenck & Associates has been retained to conduct a financial analysis of the Solid Waste designated funds as Brown County begins preparing for the South Landfill.

Haen reported he was appointed as one of three delegates to the Great Lakes Harbor Commission by the Governor.

Chairman Erickson asked for further information related to the economic value of the eternal flame at the west landfill ,  
Haen explained the value has been under discussion

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

#### **Planning and Land Services**

##### **Planning Commission**

**12. Review and action regarding the Citizens Participation Plan for the Brown County Comprehensive Plan update**

Chuck Lamine explained it is time to update the Citizens Participation Plan for the Brown County Comprehensive Plan last completed in 2004. He indicated that staff is working on updates in the areas of economic development, facilities, utilities, agricultural, natural resources, along with cooperation and implementation. The Planning Commission Board of Directors will act as a Steering Committee with final approval of the updates by this committee and the County Board. When the draft is completed Lamine will be meeting with area service groups such as Rotary & Lion Clubs, Optimists, along with notification to governmental jurisdictions within Brown County to discuss the updates, followed by an Open House meeting.

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to approve.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**13. Update regarding development of the Brown County Farm property. *Standing item.***

Lamine distributed information received from Daniel Kroetz of Cardinal Capital Management stating his office did not receive an allocation of credits during the initial tax credit round in 2013 for the proposed veterans housing project for the City of Green Bay and Brown County. Mr. Kroetz stated that WHEDA clearly made family housing a priority over supportive housing with an emphasis on urban development and the project is eligible for submittal during the newly established "High Impact Project Reserve (HIPR)" created this year (see attached). A document detailing additional criteria for the HIPR application is included. Mr. Kroetz opines that the County project fits well with the criteria that WHEDA has outlined, although notes that "high impact characteristics" will need to be justified. Mr. Kroetz states that Cardinal Capital Management intends to pursue an allocation from the High Impact Project Reserve and are hopeful that Brown County is willing to continue to support the project, noting it will take significant political emphasis to make an impression on WHEDA that this is a project which serves an important segment of the population, that being veterans.

Lamine explained there will be two ways to apply for a HIPR award in 2013:

- a. All competitive credit applicants applying in the normal competitive round may submit materials which support how their project might meet the high impact criteria.
- b. New competitive credit applications may be submitted solely for the High Impact Project Reserve between 7-15-2013 and 7-30-2013. WHEDA intends to make an award in September 2013.

Supervisor Sieber asked the process to extend the offer and Lamine suggested that Corporation Counsel be contacted to continue working with Cardinal Capital and bring ideas back to the committee.

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**14. Budget Status Financial Reports for January and February, 2013**

(See action below)

#### **Property Listing**

**15. Budget Status Financial Reports for January and February, 2013**

#### **Zoning**

**16. Budget Status Financial Reports for January and February, 2013**

**Motion made by Supervisor Dantinne, seconded by Supervisor Kaster to suspend the rules to take Items 14, 15 & 16 together. Vote taken. MOTION CARRIED UNANIMOUSLY.**

**Motion made by Supervisor Dantinne, seconded by Supervisor Sieber to receive and place on file items 14, 15 & 16. Vote taken. MOTION CARRIED UNANIMOUSLY.**

**Public Works**

- 17. Recommend to approve Bid Project 1664: Asbestos & other hazardous materials abatement at the former Brown County Mental Health Center**

Director Paul Van Noie informed the committee that three bids were received for asbestos and other hazardous materials abatement at the former Mental Health Center, those being Dirty Ducts Cleaning, Robinson Brothers, and AD/MS LLC. The recommendation from Public Works is that an award be made to the low bidder - Dirty Ducks Cleaning in the amount of \$119,100.

**Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve asbestos and other hazardous materials abatement at the former Brown County Mental Health Center to Dirty Ducts Cleaning in the amount of \$119,100 to be taken from the General Fund. Vote taken. MOTION CARRIED UNANIMOUSLY.**

- 18. Update on former Mental Health Center Demo Project with possible action. *Standing item.***

At the last meeting an estimate of \$200,000 was brought forward to demolish the old building. Van Noie explained there is not money in the budget to do so at this time and discussions continue regarding the best process to move forward. Environmental studies have been completed to determine value for fixtures, piping, and other materials that may help with this cost. It was suggested that \$500,000 be appropriated from the General Fund (including \$119,100) for asbestos and other material abatement, and an amount to erect two pole buildings to store Sheriff's Department cars.

**Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to have Corporation Counsel draft a resolution to go before the Executive Committee appropriating \$500,000 from the General Fund for demolition of the former Mental Health Center building to include the bid request to Dirty Ducks Cleaning in the amount of \$119,100, and the construction of two pole buildings to store Sheriff's Department cars. Vote Taken. MOTION UNANIMOUSLY APPROVED**

- 19. Resolution to Approve the Sale of Vision Triangle of Brown County Property located on Packerland Drive (CTH EB) in the Village of Howard**

GDC Packerland, LLC has offered to purchase by quitclaim deed a vision triangle of real estate owned by Brown County located on Packerland Drive (CTH EB), approximately 900 feet south of STH 29 in the Village of Howard. The parcel contains 4,182 square feet/0.10 acres of land more or less. Public Works Director, Van Noie, explained that this triangle was initially acquired by the County in fee simple absolute for use by the Highway/Public Works Department as a result of the railroad track crossing over Packerland Drive which is no longer in use. It has been determined that this vision corner is no longer necessary for the County to use for highway purposes, therefore, recommend approval of the sale in the amount of \$7,694.88.

**Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to approve the resolution to sell the vision triangle located on Packerland Drive (CTH EB) in the Village of Howard at a purchase price of \$7,694.88. Vote taken. MOTION UNANIMOUSLY APPROVED**

- 20. Resolution No.: 139-2012-13 re: oppose freezing the renewable energy requirements**

A resolution from the Outagamie County Board of Supervisors/Highway & Solid Waste Committee opposing freezing renewable energy requirements was reviewed. Discussion resulted in the suggestion the matter be forwarded to Corporation Counsel with a request to draft a Resolution from Brown County stating they are in favor of the freeze and bring back to committee for final approval.

**Motion made by Supervisor Erickson, seconded by Supervisor Kaster to forward to Corporation Counsel with a request to draft a resolution from Brown County stating they are in favor of freezing renewable energy requirements and bring back next month. Vote Taken.**

**Ayes: Erickson, Dantine, Kaster, Landwehr**

**Nays: Sieber**

**MOTION APPROVED 4-1**

**21. Ordinance Amending Schedule A of the Brown County Code entitled "Speed Limits" (CTH "GV", Village of Bellevue & Town of Ledgeview)**

Director of Public Works, Paul Van Noie, distributed information which has been compiled on CTH GV from CTH G to CTH O in Bellevue and Ledgeview. Although the state has set speed limits for all roads, Van Noie indicated that municipalities can change speed limits under authority and guidelines in state statutes. After review of relative information related to this roadway, the Public Works Department recommends a posted speed limit of 35 mph, which is also supported by the Village of Bellevue.

Joel Gregozeski, Public Works Director for Bellevue, explained this recommendation is based on changes to the roadway from a four lane rural section to a four lane urban section with vertical face curb. He indicated there have been no re-occurring accident patterns along this portion of CTH GV. He highlighted the areas of development/driveway access, sight distance, road geometrics, parking and pedestrian bicycle conflicts, pavement surface, and enforcement level (see attached for details). Gregozeski stated that the Village does recognize there have been complaints about the proposed low speed limit, noting that the maximum limit that should be considered based on Wis DOT design guidelines is 40 mph.

Discussion of the matter resulted in Supervisor Landwehr stating he did not feel that 35 mph was realistic, while Supervisor Kaster was not in favor of increasing the limit over the suggested 35 mph.

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve the 35mph speed limit on CTH GV from CTH G to CTH O. Vote taken**

**Ayes: Erickson, Dantine, Kaster**

**Nays: Sieber, Landwehr**

**MOTION APPROVED 3-2**

**22. Ordinance Amending Schedule A of the Brown County Code entitled "Speed Limits" (CTH "XX", Village of Bellevue)**

As above, Van Noie explained that the state has set speed limits for all roadways, however, municipalities can change them under State guidelines. He reported that a speed study was performed in August of 2012 approximately 1,000 feet south of STH 172. At this location, he indicated that 88.9% of the traffic was traveling at 30 mph or less. Road work was performed in this area by the Village of Bellevue last summer and it is anticipated that when the surface of the roadway is improved the speed will rise from 35 to 40 mph. The portion of roadway from Hoffman Road to CTH O will be reconstructed/resurfaced in the next couple of years with new asphalt. There have been no re-occurring accident patterns along this portion of CTH XX. Van Noie explained the development/driveway access, sight distance, road geometrics, parking and pedestrian/bicycle conflicts, pavement surface, and enforcement level, recommending that the speed limit be reduced from 45 mph to 35 mph. He indicated that numerous requests have been received from citizens living along CTH XX to lower the speed limit, especially in residential areas.

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve a 35mph speed limit on CTH XX in the Village of Bellevue. Vote taken.**

**Ayes: Erickson, Dantine, Kaster, Sieber**

**Abstain: Landwehr**

**MOTION APPROVED**

**23. Summary of Operations**

Director Van Noie highlighted operations of the Public Works Department during the last reporting period stating that highway operations are performing better than anticipated with positive variances in most area while Facilities Management operations are running slightly worse than anticipated.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY**

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24. **Director's Report**

Van Noie indicated there were no significant items to report other than what has been discussed above, however, did provide a report of 12-hour work days due to snow events and crackfilling performed on USH 41 in the construction zone. Construction projects which are planned over the summer months were highlighted.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

**Other**

25. **Audit of bills**

**Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to pay the bills.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

26. **Such other matters as authorized by law - None**

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to adjourn @ 9:00 pm.**

**Vote taken. MOTION CARRIED UNANIMOUSLY.**

Respectfully submitted,

Alicia A. Loehlein  
Recording Secretary

Rae G. Knippel  
Transcriptionist

## **MINUTES FOR THE APRIL 29, 2013, BOARD OF ADJUSTMENT**

The following are the results of a public hearing that was held before the Board of Adjustment ("Board"), created under and by virtue of the Brown County Shorelands and Wetlands Ordinance, Chapter 22; Private Sewage System Ordinance, Chapter 11; and Floodplains Ordinance, Chapter 23, in Room 391, 3<sup>rd</sup> floor of the Northern Building, 305 E. Walnut St., Green Bay, at 4:30 p.m. on Monday the 29<sup>th</sup> day of April, 2013. The appeal taken by Scott Dorschner denying his request for the grade elevation around the foundation of his proposed residence to be at an elevation of 590 for a horizontal distance of 3 feet from the foundation instead of the required 15 feet was **granted**. The property is Lot 11 of Town of Scott Assessor's Plat #2 in the Town of Scott at 4285 Nicolet Drive, Parcel # SC-1602-11 ("Property"). **Vote 3-0**

Dated this 1<sup>st</sup> day of May, 2013.

Brown County Board of Adjustment  
Allan Duchateau  
Bill Ullmer  
Richard Huxford  
Vacant-Alternate

**MINUTES**  
**BROWN COUNTY PLANNING COMMISSION**  
**BOARD OF DIRECTORS**  
**Wednesday, April 3, 2013**  
**Green Bay Metro Transportation Center**  
**901 University Avenue, Commission Room**  
**Green Bay, WI 54302**  
**6:30 p.m.**

**ROLL CALL:**

Paul Blindauer	<u>X</u>	Jack Lewis	<u>Exc</u>
James Botz	<u>X</u>	Michael Malcheski	<u>X</u>
William Clancy	<u>X</u>	Ken Pabich	<u>Exc</u>
Norbert Dantine, Jr.	<u>X</u>	Scott Puyleart	<u>X</u>
Ron DeGrand	<u>X</u>	Dan Robinson	<u>Exc</u>
Bernie Erickson	<u>X</u>	Ray Tauscher	<u>Exc</u>
Steve Gander	<u>X</u>	Mark Tumpach	<u>Exc</u>
Adam Gauthier	<u>X</u>	Steve VandenAvond	<u>Abs</u>
Steve Grenier	<u>Exc</u>	Tim VandeWettering	<u>X</u>
Phil Hilgenberg	<u>X</u>	Jason Ward	<u>X</u>
Dotty Juengst	<u>Exc</u>	Dave Wiese	<u>X</u>
John Klasen	<u>X</u>	Reed Woodward	<u>X</u>

**OTHERS PRESENT:** Lisa J. Conard, Jeremy Du Chateau, Chuck Lamine, and Peter Schlein.

N. Dantine called the meeting to order at 6:30 p.m.

1. Approval of the minutes of the March 6, 2013, regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by R. DeGrand, seconded by A. Gauthier, to approve the minutes of the March 6, 2013, regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

B. Erickson announced that Mr. Norb Dantine recently retired from serving for 30 years as the Chair of the Town of Humboldt. A round of applause ensued.

2. Introduction of new members to the Brown County Planning Commission Board of Directors: Jason Ward, appointed by the villages of Hobart and Suamico; and John Klasen, appointed by the towns of Lawrence and Wrightstown.

C. Lamine introduced and welcomed Mr. Ward and Mr. Klasen to the planning commission.

3. Review and action regarding the Citizens Participation Plan for the Brown County Comprehensive Plan update.

C. Lamine stated that the State of Wisconsin is requiring the adoption of a Citizen Participation Process for the comprehensive plan effort.

C. Lamine provided an overview of the proposed Citizens Participation Plan.

The BCPC Board of Directors will serve as the primary steering committee for the comprehensive plan update. All comprehensive plan update agenda items will be discussed during their regular meetings, unless otherwise publicly noticed.

C. Lamine stated that all draft chapters will be placed on the Brown County Planning Commission website located at <http://www.co.brown.wi.us/Planning>. The draft chapters will also be available in the planning office. In addition, neighboring governmental jurisdictions will receive via mail or email, all agendas and minutes of the planning commission meetings when the comprehensive plan is on the agenda.

C. Lamine stated that when the draft plan update has been compiled, a public open house meeting will be held. Participants will have the opportunity to discuss the recommendations with planning staff and committee members and to suggest modifications to be considered. Following the open house meeting, a public hearing will be held in front of the BCPC Board of Directors to receive additional input on the comprehensive plan.

Following the public hearing, the draft plan update and feedback from the public hearing will be presented to the BCPC Board of Directors and Brown County Planning, Development, and Transportation (PD&T) Committee for their recommendation to the County Board. The County Board will act upon the draft plan at a regularly scheduled board meeting.

R. Woodward stated he was made aware of pending state legislation with respect to the relationship between town, village, and city comprehensive plans with county-wide plans and asked for clarification.

C. Lamine stated he was aware of pending legislation but did not have all the details. C. Lamine stated he would provide the board with a summary/implications at the next planning commission meeting.

A motion was made by R. DeGrand, seconded by P. Blindauer, to approve the Citizens Participation Plan for the Brown County Comprehensive Plan update. Motion carried.

4. Summary of Annual Report submitted to the Wisconsin Department of Natural Resources related to Brown County Municipal Storm Water System (MS4) Permit.

P. Schleinz provided an overview of the annual report. He stated that in 2006, Brown County was required to submit a MS4 permit to the WDNR. The permit relates to developed areas within urbanized areas of Brown County, as designated by the Census of 2000. The permit was a requirement of the Clean Water Act for all municipalities and counties with an urbanized area that had areas with no previous storm water management requirements.

The primary areas affected by the permit in Brown County are county highways.

P. Schleinz stated basic requirements of the permit include removal of Total Suspended Solids by 20% by the year 2008 and recommendation for removal of 40% by the year 2013.

The annual report addresses 2012 efforts and designates goals for the next year in 10 specific areas.

P. Schleinzi stated that over 100 potential collection sites are identified in the plan and the map identifying them is on the county website. In addition, the map is interactive. It is possible to click on a site and the collection history for the last five years (if collected at the site, as not all sites are collected each year) will be viewable.

B. Erickson stated that the Green Bay Metropolitan Sewage District, which was recently renamed NEWWater, is currently receiving 3% of all phosphorous discharge; the remaining 97% goes directly into the Fox River/Green Bay.

P. Schleinzi stated that this effort does not tie in with that of NEWWater.

P. Blindauer asked if the DNR has provided comment regarding obtaining 40% TSS removal.

P. Schleinzi stated that the WDNR reviews the plan on behalf of the EPA. WDNR staff has not provided comment in the past. With no comment issued by August, the plan is approved by law.

N. Dantine asked about documentation when a sample is collected near land that is active in agriculture one year but is in hay the next.

P. Schleinzi stated that if they found illicit discharge, they would attempt to identify the source and then make a recommendation for correction.

A motion was made by A. Gauthier, seconded by J. Klasen, to receive and place on file the Annual Report Executive Summary. Motion carried.

5. Director's report.

C. Lamine stated that he is investigating ways in which to save on printing and mailing costs for the upcoming county comprehensive plan update. He stated it would cost \$500 to print copies of the current plan in black and white and make them available to all of the commissioners.

C. Lamine asked commissioners who served on the commission 10 years ago to use the copy they were issued. C. Lamine stated that copies of the plan were also sent to the communities and commissioners may find a copy in their clerk's office.

C. Lamine stated he plans to distribute a survey asking commissioners if they have a current plan and their preferences for receiving draft chapters (such as mail, electronic, or posting on the website).

P. Blindauer suggested that since this is an update to the existing plan, certain information will be tweaked and not completely re-written. In those cases, it may make sense to use the red-line editor feature in Word to allow for commissioners to easily identify changes.

P. Blindauer asked if a visioning session would be held.

C. Lamine stated that he did not anticipate having one. Staff will be analyzing the report recently issued by the Greater Green Bay Foundation.

P. Blindauer tended to agree stating he has mixed feelings about the value of a visioning session under an update where most of the information will just be tweaked.

All seemed to be in favor of a public open house when a draft document is complete.

C. Lamine agreed with this.

C. Lamine stated he anticipates the first chapter regarding county demographics to be submitted to the planning commission in May.

C. Lamine introduced Jeremy Du Chateau, the new GIS staff person. This position is supported with Land Information Office funds and is completely off the levy.

W. Clancy stated that he would like to commend the department for the work that they do. He stated that the department offers many services on-line that are very popular. He asked C. Lamine to quantify the efficiencies.

C. Lamine stated that GIS related products made available on-line have allowed many walk-in customers the ability to research land data from home or their office. This has reduced foot traffic in the office considerably.

Many of the commissioners stated that they or their staffs use the resources daily.

C. Lamine stated that currently the staff level is at 19. In the past, it was 28 (including planning, survey, property listing, zoning, and LIO staff). The office is doing more work and doing it more efficiently.

C. Lamine announced that the GIS staff is working with local units of government that have available lots within their business parks to create an online application that will allow a prospective buyer the opportunity to research property on a county-wide basis. All of the data would be on one (Brown County's) website. Currently a prospective buyer would have to contact each community to obtain this information.

S. Puyleart suggested that an application be created identifying all private residential lots that are available for sale. This would assist the homebuilders in helping their clients find lots in which to build on.

Members agreed this would be useful but cautioned the time commitment needed to keep the information updated.

C. Lamine announced that it was partnering with the Village of Suamico to complete an update of the village comprehensive plan. This will generate revenue for the department.

A motion was made by B. Erickson, seconded by J. Klasen, to receive and place on file the Director's report. Motion carried.

6. Brown County Planning Commission staff updates on work activities during the month of March 2013.

A motion was made by D. Weise, seconded by R. DeGrand, to receive and place on file the Brown County Planning Commission staff updates on work activities during the month of March 2013. Motion carried.

7. Other matters.

J. Botz requested an update of the south bridge and arterial project.

C. Lamine stated that staff continues to work on the EIS document in partnership with the Federal Highway Administration (FHWA) and WisDOT.

J. Klasen expressed frustration that a record of decision had not been made regarding the location of the crossing.

C. Lamine stated he would like to provide the board of directors with a complete update at the May 1 meeting.

N. Dantine asked for an update regarding the sale of the MHC property.

C. Lamine stated that an agreement has been reached with the Cardinal Capital Group. We are waiting to hear if the WHEDA affordable housing tax credits have been approved. It is anticipated that we will hear very soon.

A. Gauthier asked about the demolition of the MHC facility.

C. Lamine stated that the Public Works Department is seeking proposals to essentially tear down the building. It is estimated this will cost \$247,000. The county staff will then salvage and grind the concrete for use as highway base. The county will also see revenue as a result of recycling efforts. However, there will be costs associated with dealing with the asbestos.

D. Wiese stated he would be willing to receive his packet electronically to save the county the cost of printing and mailing.

8. Adjourn.

A motion was made by R. DeGrand, seconded by A. Gauthier, to adjourn. Motion carried.

The meeting was closed at 7:25 p.m.

**STAFF REPORT  
TO THE  
BROWN COUNTY PLANNING COMMISSION  
April 3, 2013**

**March 2013 Staff Activity Reports**

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**The recent major planning activities of Chuck Lamine, Planning Director:**

- Attended the Brown County Planning Commission Board of Directors meeting the evening of March 6.
- Continued to research, author, and analyze background materials for the Brown County Research and Technology Park feasibility report.
- Met with WHEDA and Cardinal Capital Management at the site of the proposed veterans' housing project on March 14 to discuss Cardinal Capital's WHEDA Tax Credit application.
- Coordinated a site monitoring visit with Wisconsin Department of Administration staff regarding the Brown County Housing Authority administration of the CDBG-Housing RLF program.
- Met with the County Principal Transportation Planner and Ashwaubenon's Community Development Planner to discuss economic development and transportation issues in the area.
- Participated in a meeting with the Principal Transportation Planner and WisDOT and Federal Highway Administration (FHWA) representatives to discuss the next steps in the EIS development process.
- Attended the Public Works Cabinet meeting with the County Executive.
- Met with the County Executive and Public Works Director to discuss Brown County Public Works design policy.
- Attended the Advance Municipal Issues meeting on March 7.
- Attended a meeting and served as the Brown County representative on the Village of Bellevue TIF Review Board.
- Attended the March 11 meeting and served as a member of the Green Bay/Brown County Professional Football Stadium District Board.
- Conducted staff meetings.
- Reviewed job descriptions for the vacant Secretary III position and the soon to be vacant Survey Crew Chief position.
- Attended the Brown County Legislative Breakfast meeting on March 22.
- Attended the March 25 Planning, Development and Transportation Committee meeting and provided an update regarding the development of the Brown County Farm property as a Research and Technology Business Park.
- Met with UWGB Chancellor Harden and County staff regarding the development of the Brown County Farm property as a Research and Technology Business Park.

**The recent major planning activities of Cole Runge, Principal Transportation Planner:**

- Prepared information for a presentation to the Village of Allouez Plan Commission about the process to follow to update comprehensive plans.
- Developed staff reports to the BCPC Transportation Subcommittee and BCPC Board of Directors concerning new Adjusted Urbanized Area and Metropolitan Planning Area Boundaries. Also presented the staff reports to the Subcommittee and Board and answered



questions. After the Board approved the new boundaries, I assembled the approved maps and resolutions and sent them to WisDOT.

- Presented the existing functionally classified street system to the BCPC Transportation Subcommittee and discussed the update process for the system. Also collected suggested updates from Subcommittee members and worked with MPO staff to develop a summary of recommended updates for WisDOT's Northeast Region staff to review.
- Met with the County Planning Director and Ashwaubenon's Community Development Planner to discuss economic development and transportation issues in the area.
- Developed infrastructure cost estimates for the Brown County Research and Technology Park. Also prepared for and participated in a meeting with BCPC staff and a consultant to discuss potential layouts and financials for the development.
- Prepared for and participated in a meeting with Green Bay Metro administrative staff and the Transportation Planner to discuss the results of a survey of Metro riders.
- Prepared for and participated in a meeting with the County Planning Director and WisDOT and Federal Highway Administration (FHWA) representatives to discuss the next steps in the EIS development process.
- Reviewed computer traffic model outputs from WisDOT that will be used to develop the microsimulation traffic model for the EIS's Interstate Access Justification Report (IAJR).
- Developed an Environmental Report for the section of CTH GV that is scheduled to be reconstructed between CTH G and CTH X. Also sent the report to WisDOT for review.
- Reviewed and responded to questions from WisDOT about Traffic Analysis Zone (TAZ) data in the Northeast Region Transportation Demand Model.
- Reviewed and commented on transportation planning funding scenarios for 2014 that were developed by WisDOT and FHWA.
- Attended a meeting of the Green Bay Transit Commission.

**The recent major planning activities of Aaron Schuette, Principal Planner:**

- Continued researching and writing the Port Opportunity Study for the Port of Green Bay.
- Began a CDBG-Housing program waiting list with currently 14 potential loans.
- Prepared and submitted the 1<sup>st</sup> Quarter 2013 Wisconsin Coastal Management Grant quarterly report.
- Coordinated with the Village of Howard, AECOM, and WDNR regarding submittal of the site-specific eligibility request.
- Attended the Town of Green Bay Planning Commission meeting on the evening of March 21 to discuss the Working Lands Initiative.
- Met with the Ledgeview Administrator on March 6 to discuss various planning and zoning issues.
- Continued to research and analyze background materials for the Brown County Research and Technology Park feasibility report.
- Met with WHEDA and Cardinal Capital Management at the site of the proposed veterans' housing project on March 14 to discuss Cardinal Capital's WHEDA Tax Credit application.
- Worked with Brown County Department of Administration and Public Works to prepare and submit the materials necessary to close out the Energy Efficiency and Conservation Block Grant to the U.S. Department of Energy.
- Performed a site visit with the Senior Planner for a certified survey map/environmentally sensitive area question in the Town of Pittsfield.
- Assisted 38 members of the public or local units of government with specific planning, land division, CDBG-Housing program, or zoning related questions during March.

- Gave a presentation on the Fox-Wisconsin Heritage Parkway to the Lower Fox River/Green Bay Natural Resources Trustee Council on March 22.
- Continued working on the Town of Holland CDBG-PF grant application for a new community center / town hall.
- Continued to coordinate with the Wisconsin Department of Administration and the Northeastern Region counties regarding the CDBG-Housing program.

**The recent major planning activities of Peter Schleinz, Senior Planner:**

- Began review of nine new certified survey maps (CSMs). Completed review of 12 CSMs.
- Completed review of two subdivision plat pre-submittal consultations and one preliminary subdivision plat.
- Completed review of three CSM reviews and two preliminary subdivision plats for Cities of Green Bay and De Pere.
- Responded to two public Water Quality Letter requests.
- Began or completed three environmentally sensitive area (ESA) amendments.
- Review of smaller ESA related issues and inquiries to develop solutions for the following communities: Town of Scott, Village of Ashwaubenon, Village of Bellevue, Village of Howard, and City of Green Bay among other smaller projects.
- A Village of Howard ESA Plan Correction to update wetland setback lines in order to allow residential development on Lot 154 of the Glen Kent Estates Second Addition subdivision. The Plan Correction was reviewed by BCPC staff on February 26.
- A Village of Howard ESA Plan Correction to update floodway setback lines and a floodway line in order to allow residential development on Lot 228 of the Glen Kent Estates Second Addition subdivision. The Plan Correction was reviewed by BCPC staff on March 18.
- A Village of Howard ESA Plan Correction to update wetland setback lines and a wetland line in order to allow residential development on Lots 180, 181, 182, and 183 of the Glen Kent Estates Second Addition subdivision. The Plan Correction was reviewed by BCPC staff on March 18.
- Review of smaller ESA and SSA related issues and inquiries to develop solutions for smaller projects.
- Continued the organization and development of an update to the Sewer Service Area portion of the Brown County Sewage Plan.
- Continued the development of the MS4 Permit Annual Report for the Wisconsin Department of Natural Resources. An executive summary of the report will be presented to the BCPC Board of Directors on April 3.
- Attended Brown County Planning Commission Board of Directors meeting on March 6.
- Attended Climate Initiative meeting in Green Bay on March 15.
- Attended Northeast Greenway Committee meeting in Menasha on March 21.
- Continued to utilize an online format for submitting and filing SSA amendments and ESA amendments with the Bureau of Watershed Management to expedite the review and approval process, saving time and money for staff and property owners.
- Provided planning services and ESA related duties, including advice to inquiries related to potential major and minor ESA amendments, identification of ESA violations, and assisting the public regarding "what is allowed and restricted" within an ESA buffer.
- Provided assistance and information to the general public, surveyors, and local units of government regarding various land divisions, potential developments, and general questions pertaining to the subdivision ordinance and general planning concepts via phone conversations and meetings.

**The recent major planning activities of Lisa Conard, Transportation Planner I:**

- Continued work on the *2014-2018 Transit Development Plan (TDP) for the Green Bay Metro System*.
  - Held second TDP work group meeting on March 6.
  - Continued writing draft chapters.
  - Researched peer system paratransit programs.
  - Researched peer system fixed route bus fares.
- Continued data collection effort and began writing the draft *2012 Green Bay Metro Annual Route Review and Analysis Report*. All of Metro's full service fixed routes, limited service routes, paratransit program, and other issues will be examined.
- Collected and published the 2012 Obligated Transportation Projects for the Green Bay Urbanized Area per federal regulations. A total of \$84,605,218 federal dollars were spent on transportation projects in 2012.
- Reviewed a request by the Village of Ashwaubenon to include additional streets/street segments to the urban area functional classification system.
- Finalized *Major Amendment #1 to the 2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area*. Updated Fiscal Constraint demonstration. Prepared and disseminated documents to FHWA, FTA, and WisDOT.
- Provided comment on the agenda for an upcoming WisDOT sponsored symposium regarding the impact of MAP-21 on MPO responsibilities.
- With the anticipated decrease of combined federal and state operating funding in 2013 for Green Bay Metro, collected and analyzed data and wrote a report examining transit service performance and operational costs after 7:35 p.m. on weekdays. The report was presented to Metro staff. Wrote a second report examining transit service performance and operational costs for Saturdays.
- Conducted research and met with Metro staff to discuss the advantages and disadvantages of the system being assigned to state funding tier A, B, or C.
- Updated public transportation services inventory for a NEWRATC publication.
- Consulted and/or provided information to Metro staff regarding various services, compliance, and/or other issues.
- Participated in the Green Bay Transit Commission meeting on February 27. Presented Green Saturday survey results.
- Participated in the Brown County Planning Commission Board of Directors Transportation Subcommittee meeting on February 25. Recorded and wrote minutes.
- Participated in the Brown County Planning Commission Board of Directors meeting the evening of March 6. Recorded and wrote minutes.

**The recent major planning activities of Jeff DuMez, GIS/Land Records Coordinator:**

- Hired and began training the new GIS Technician.
- Produced a 911 "Geo" data refresh to update the dispatch system with updated addresses, streets, fire and police dispatch recommendations, etc.
- Continued training and rebuilding of GIS applications following the data migration from the old system to the new one (10.1).
- Teleconferenced with software vendor Esri to plan for GIS servers.
- Assisted the Public Works Department with wetlands mapping.
- Assisted Public Safety staff with addressing and other issues.
- Met with Suamico staff to discuss GIS needs.

- Met with Town of Scott staff to discuss GIS needs.
- Troubleshoot numerous problems due to the software and hardware upgrades.
- Provided GIS data and other services to Wisconsin DOT, US Census, Bay Lake Regional Planning Commission, Mead & Hunt, Kaempfer & Associates, Mau & Associates, VandenPlas Sanitation, Geostellar, many of the local municipalities, and others.
- Assisted other people with miscellaneous service, data, and training requests.
- Attended staff meetings as needed.

**The recent major planning activities of Dan Teaters, Planner I (GIS/Transportation):**

- Performed work for the Brown County Research and Technology Park.
  - Created 19 maps showing existing site conditions.
  - Began working on a 3D model of the future Brown County Research and Technology Park. The model shows the existing terrain and structures surrounding the property along with the conceptual street layout and possible lot layout.
- Updated right-of-way maps for the Southern Bridge and Arterial EIS.
- Updated Functional Classification map for WisDOT to show requested additions to the FCS system made by local municipalities.
- Researched several cycling apps to investigate the possible creation of a Brown County Bicycle and Walking app.
- Made several updates to the Brown County Planning web pages.
- Participated in the regular staff meetings held every other Thursday morning.
- Attended the Transit Development Plan work group meeting #2 on March 6.
- Attended an AASHTO Bicycle Facility Design course in Madison on March 14.
- Attended the Land Information Council meeting on March 27.

**Brown County  
Airport  
Budget Status Report  
April-13**

	Annual Budget	YTD Budget	YTD Actual
Personnel	\$1,418,392	\$472,797	\$449,989
Fringe Benefits	\$578,268	\$192,756	\$190,267
Employee Costs	\$3,562	\$1,187	\$792
Operations & Maintenance	\$1,250,095	\$416,698	\$371,956
Insurance	\$47,125	\$15,708	\$11,757
Utilities	\$807,883	\$269,294	\$364,652
Chargebacks	\$262,473	\$87,491	\$80,993
Contracted Services	\$1,832,898	\$610,966	\$563,598
Debt Retirement	\$789,593	\$263,198	\$0
Depreciation	\$5,483,225	\$1,827,742	\$1,629,129
Outlay- Disposition of Fixed Assets	\$0	\$0	-\$865
Intergovernmental - PFC's	\$1,142,365	\$380,788	\$263,965
Charges for Sales & Services	\$5,809,632	\$1,936,544	\$1,859,375
Miscellaneous Revenue	\$18,081	\$6,027	\$6,402
Rent	\$373,560	\$124,520	\$124,996
Contributions	\$0	\$0	\$0
Capital Contributions	\$4,650,289	\$1,550,096	\$420,934
Interest	\$20,000	\$6,667	\$10,114
Transfer in Wages	\$0	\$0	\$0

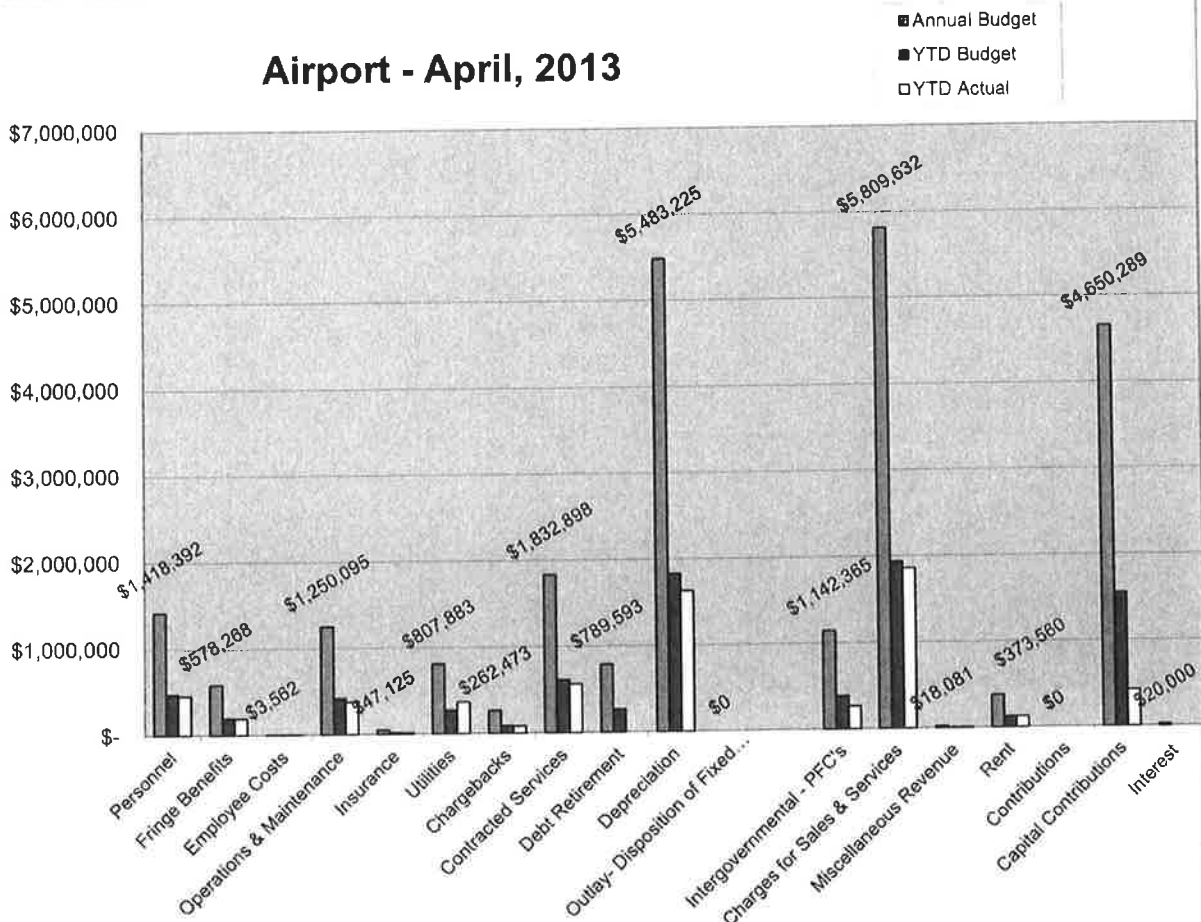
**HIGHLIGHTS**

With the exception of utilities, all major expense categories are within anticipated costs through the month of April. The long winter caused a bit of an increase in natural gas consumption, though the biggest hit comes from the annual stormwater tax from the villages of Ashwaubenon & Hobart.

On the revenue side, we are running pretty close to budget. PFC's generally run about one month behind, and Capital Contributions will be tied directly to the FIS and East ramp construction projects. Neither of which has started.

Thru April	Pax On	% (+/-)
2013	91,737	-2.6%
2014	94,210	

**Airport - April, 2013**

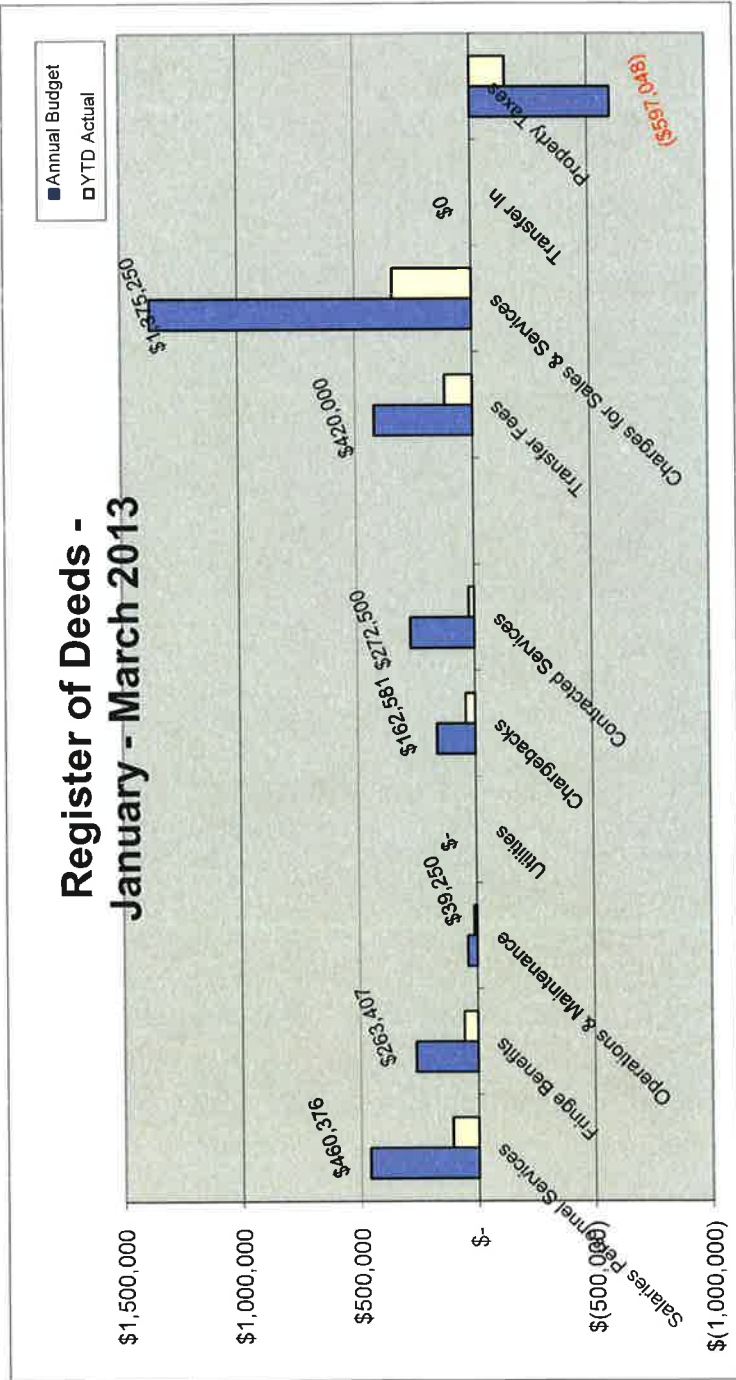


Brown County  
Register of Deeds  
Budget Status Report  
3/31/2013

	Annual Budget	YTD Actual
Salaries Personnel Services	\$ 460,376	\$ 111,000
Fringe Benefits	\$ 263,407	\$ 57,077
Operations & Maintenance	\$ 39,250	\$ 10,551
Utilities	\$ -	\$ -
Chargebacks	\$ 162,581	\$ 39,454
Contracted Services	\$ 272,500	\$ 22,945
Transfer Fees	\$ 420,000	\$ 117,517
Charges for Sales & Services	\$ 1,375,250	\$ 338,145
Transfer In	\$ 0	\$ -
Property Taxes	(\$597,048)	(\$149,262)

**HIGHLIGHTS:**  
Cost categories are within budget.

Revenue received in excess of expenses is returned to the General Fund. The revenue is dependent on the housing market, which has seen a steady increase since 3rd quarter 2012. Transfer fees currently higher than projected.



June 19, 2013

**TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS**

Ladies and Gentlemen:

**RESOLUTION TO LEASE TWO ACRES OF LAND AT 1445 BYLSBY AVENUE TO  
GREENWOOD ENERGY**

WHEREAS, the county has owned a 12 acre parcel of property at 1455 Bylsby Avenue (Parcel ID# 6-32-A-1) in the City of Green Bay since 2007; and

WHEREAS, a total of 3.6 acres of the property are currently leased to Great Lakes Calcium; and

WHEREAS, Greenwood Energy is interested in a short-term lease of 2 acres in the northwest corner of the property for storage of fuel pellets at a rate of \$1,000/month; and

WHEREAS, Brown County has maintained a easement along the north side of the property for access to the acreage not under lease to Great Lakes Calcium; and

WHEREAS, Greenwood Energy is agreeable to the terms contained in the attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached lease agreement with Greenwood Energy.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by: Port & Solid Waste Department & Corporation Counsel

Final Draft Approved by Corporation Counsel

**Fiscal Impact:** This Resolution does not require an appropriation from the General Fund because the purchase of property will be made by Port and Solid Waste Department (an enterprise fund) using Site Acquisition Funds accumulated for these purposes.

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_



**PORT AND SOLID WASTE DEPARTMENT**

*Brown County*

2561 SOUTH BROADWAY  
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN HAEN  
DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** April 18, 2013  
**REQUEST TO:** Planning, Development and Transportation Committee  
**MEETING DATE:** May 20, 2013  
**REQUEST FROM:** Dean R. Haen, Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution to Lease Two Acres of Land At 1445 Bylsby Avenue to Greenwood Energy

**ISSUE/BACKGROUND INFORMATION:**

Opportunity to lease 2 acres of land for \$1,000/month over the next 6-12 months

**ACTION REQUESTED:**

Approval

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

Is there a fiscal impact? ☒ Yes ☐ No

a. If yes, what is the amount of the impact? \$6-12,000

b. If part of a bigger project, what is the total amount of the project? \$ 0

c. Is it currently budgeted? ☐ Yes ☒ No

1. If yes, in which account?

2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

## **SURFACE LEASE AGREEMENT**

This SURFACE LEASE AGREEMENT ( "Agreement") is made and entered into this 1<sup>st</sup> day of June 1, 2013, by and between BROWN COUNTY, WISCONSIN, a body corporate pursuant to Wis. Stat. s. 59.01, through its Port and Solid Waste Department ("Lessor"), and GREENWOOD ENERGY, a Wisconsin corporation with its principal place of business being located at \_\_\_\_\_ in \_\_\_\_\_, Wisconsin ("Lessee")(Collectively referred to as "Parties" in the plural and "Party" in the singular).

### **WITNESSETH:**

WHEREAS, Lessor is the owner of a certain two (2) acre parcel of real estate located in Green Bay, Wisconsin, the parcel of which is more fully described in the document attached hereto as Exhibit "A" and incorporated herein by reference ("Premises"); and

WHEREAS, Lessee, a corporation in the business of using non-recyclable manufacturing waste to create sustainable fuel pellets that handle and burn like coal, but with significantly lower emissions, is interested in utilizing the surface of said Premises for the handling and storage of its pellets; and

WHEREAS, in furtherance of the above business use, Lessee now desires to occupy, and Lessor now desires to provide, the surface of the Premises ("Leased Premises") based upon the terms and conditions set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. Rent and Term**

In exchange for its occupancy and utilization of the Leased Premises in a manner consistent with this Agreement, Lessee shall pay to Lessor rental payments in an amount equal to the sum of one thousand dollars (\$1,000.00) per month ( "Rent"), the payment of which shall be due and payable on or before the first day of each month commencing June 1, 2013 ("Commencement Date") through December 31, 2013 ("Initial Term"). Upon expiration of the Initial Term and upon mutual agreement of both Parties, subject to the Parties' rights/obligations hereunder, on January 1, 2014, this Agreement shall renew, but on a month-to-month basis ("Renewal Term"), upon the same terms and conditions that governed the Parties during the Initial Term, except that commencing March 1, 2014 of the first Renewal Term and on March 1st of each Renewal Term thereafter, Rent shall increase by 4% (e.g. on 3/1/14 from \$1,000.00/mo. to \$1,040.00/mo.; on 3/1/15 from \$1,040.00/mo. to \$1,080.00/mo.) until termination hereof.

### **2. Leased Premises**

As outlined and identified in Exhibit "A", the Leased Premises consist of a 212' by 410' (2.0 acres) parcel of land with a rough surface area from having previously been filled with broken concrete. During the Initial Term of this Agreement, as well as any and all Renewal Term(s) thereafter, Lessee shall, at its sole cost, maintain the surface area of the Leased Premises in the manner conveyed to Lessee on the Commencement Date.. The failure of Lessee, as reasonably determined by Lessor, to maintain the surface area consistent herewith shall constitute a material breach of this Agreement, affording Lessor the right, in its sole discretion, to terminate this Agreement, subject to Section 10 hereof. A failure by Lessor to initiate termination, or, subject to Section 10, terminate this Agreement upon Lessee's breach hereof shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure hereunder. .

### **3. Lessor's Right of Access**

Throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessor shall retain the right to use at any time and for any purpose a 15' wide driveway along the north side of the Leased Premises' to access the Lessor's property to the

west of the Leased Premises ("Right of Access"). Lessee shall not obstruct, or interfere with this Right of Access at any time or in any manner, absent advance authorization from Lessor. Lessor shall have the right to grant, transfer and/or convey this Right of Access to other lessees or purchasers of the Lessor's property to the west of the Leased Premises. In addition, Lessor shall have the right, upon reasonable notice, in the manner prescribed by Section 15 ("Notice"), to Lessee, to enter the Leased Premises for purposes of inspecting or showing the same and shall further retain, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), the right to use any of its property not included within the Leased Premises for any purpose whatsoever; provided, it does not unreasonably interfere with Lessee's intended use, as described herein, of the Leased Premises.

#### **4. Use**

Lessee shall be permitted to use the Leased Premises for the sole purpose of handling and storing its fuel pellets. Lessee is prohibited from using the Leased Premises for any unlawful purpose; shall comply with all federal, state, and/or local laws, ordinances, and regulations governing its authorized use of the Leased Premises; and shall indemnify, defend, and hold Lessor harmless from any penalty, damage, claim, loss and/or charge that is alleged, imposed and/or incurred as a result of Lessee's use of the Leased Premises, after the Commencement Date, in violation of any such laws, whether federal, state or local, ordinances, and/or regulations. The Parties, as well as and any other authorized user of the Leased Premises or Lessor's property adjacent to the Leased Premises shall adhere to Section 3 of this Agreement and shall further cooperate with the other Party and/or said authorized user when the need for additional access to premises arises; the cooperation of which shall include, but shall not be limited to, securing and locking gates for ingress and egress.

Lessee may begin use of the Leased Premises effective March 1, 2013 under the conditions of this Agreement with the understanding that this Agreement has not been fully executed by Lessor, and thus, does not constitute a binding contract against Lessor until its execution thereof. Should Lessor be unable to fully execute this Agreement, upon thirty (30) days advance Notice from Lessor, Lessee shall, at Lessee's sole cost, vacate the Leased

Premises and restore it to the condition it was in when transferred to Lessee on March 1, 2013, which shall further involve remedying any and all damages to, or issues arising out of its use of, the Leased Premises, including, but not limited to, any and all environmental damages, nuisance claims, and/or any other action, loss, grievance, or cost associated with Lessee's occupancy and use of the Leased Premises.

#### **5. Indemnification/Insurance**

Lessee agrees that, at all times during the Initial Term or any Renewal Term(s) of this Agreement, is shall be required to indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, from and against any and all losses, damages, lawsuits, costs, liabilities, expenses and/or claims, including, but not limited to claims relating to any personal injury, death or property loss, arising, whether directly or indirectly, out of Lessee's occupancy of the Leased Premises, Lessee's use of the Leased Premises and/or any other acts or omissions of Lessee under this Agreement. The provisions of this Section 7 shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees. Notwithstanding, Lessor, Brown County and/or its agents, officers and employees do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes/provisions.

In addition to the foregoing, Lessee shall, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), maintain at its sole cost and expense general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 and shall further provide Lessor with a certificate of insurance, showing it as an additional named insured thereunder. . Lessee shall afford Lessor thirty (30) days advance Notice of any change in the coverage required hereunder.

Provided its discovery of the same, Lessor hereby agrees to give prompt written Notice to Lessee of any claim against Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of Lessee, its agents and employees, in connection with Lessee's use or occupancy of the Leased Premises.

## **6. Environmental Compliance & Indemnification**

- a. All capitalized terms used in this Section and not heretofore defined shall have the meanings set forth below:

(1) **"ENVIRONMENTAL CLAIMS"** means any and all actions, suits orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that have been threatened, brought, issued, asserted or alleged by: i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence or actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.

- (2) "**ENVIRONMENTAL LAW**" means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.
- (3) "**ENVIRONMENTAL PERMITS**" means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.
- (4) "**HAZARDOUS SUBSTANCE**" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.
- (5) "**RELEASE**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or

disposing into the environment (including, without limitation, any environmental media and the abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.

- b. Lessor represents and warrants to Lessee that, except for preexisting and remediated petroleum contamination at the property, to the best of Lessor's knowledge and belief, each of the following is true for the Leased Premises:
- (1) No Releases of Hazardous Substances have occurred at, onto, from, under, or in (or are migrating from) the Leased Premises;
  - (2) There is no Hazardous Substance present at, under or in (or migrating from), nor is any contamination, pollution, or other condition at, the Leased Premises which would require reporting of the same to a federal, state or local agency or body and/or investigation, remediation, monitoring or any other action under any Environmental Law;
  - (3) The Leased Premises have never been used for the treatment, storage or disposal (including, without limitation, the depositing on or below the surface of the ground) of Hazardous Substances, septage, household or commercial garbage, or any other waste;
  - (4) There are no underground storage tanks currently located at the Leased Premises;
  - (5) The Leased Premises are, and at all times during Lessor's ownership thereof, being, used, operated and maintained in compliance with all applicable Environmental Laws;
  - (6) With regard to the Leased Premises or to materials or wastes sent from the Leased Premises for treatment, storage, recycling and/or disposal elsewhere, there are no past, pending or threatened Environmental Claims, nor is the Lessor aware of any set of facts which could reasonably be expected to give rise to an Environmental Claim;
  - (7) There are no federal, state or local regulated wetlands at the Leased Premises; and



- (8) There are no facts, circumstances or conditions at the Leased Premises which reasonably could be expected to restrict or prevent, under any Environmental Law in effect as of the Commencement Date, Lessee's tenancy, occupancy and unrestricted use of the Leased Premises.
- c. Lessor's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.
- d. Lessee covenants and agrees that:
- (1) Lessee will not use, generate, manufacture, produce, Release, store, transport to or from, discharge or dispose of on, under or about the Leased Premises any Hazardous Substance or allow any other person or entity to do so, except for limited quantities of products or materials used in connection with Lessee's operations, and provided that such materials are at all times handled and stored in accordance with all applicable Environmental Laws and good industrial practices, including containment arrangements where appropriate.
- (2) Lessee shall obtain and keep in force, and at all times during the Initial Term or any Renewal Term(s) of this Agreement remain in compliance with all required Environmental Permits, if any, relative to its use and occupancy of the Leased Premises.
- (3) Lessee shall promptly provide Lessor with copies of any notices of Releases or violations which it either receives or is required to give under any Environmental Law.
- e. Lessee's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.

## **7. Environmental Indemnities**

- a. The Parties agree and Lessor hereby covenants that, upon and after the Commencement Date, Lessor shall forever indemnify, assume, defend and hold Lessee

, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs,, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessee Indemnified Party resulting from or arising out of any of the following;

- (1) Any material misrepresentation or material inaccuracy in any representation or warranty in Section 6, above.
- (2) Lessor's noncompliance with, or violation of, any obligations contained in Section 6 above..
- (3) Any Environmental Claim under applicable Environmental Laws currently in effect on the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the Commencement Date, so long as said Environmental Claim could not have reasonably been known, discovered or asserted until after the Commencement Date.
- (4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, prior to or as of the Commencement Date, even if such Release is not reasonably capable of being discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues, absent any fault or negligence of Lessee, after such date.

- (5) Any Release of a Hazardous Substance by Lessor, its employees, agents and/or representatives at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, subsequent to the Commencement Date except to the extent that said Release was caused by or contributed to by Lessee and/or Lessee's employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.
- b. The Parties agree and Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns ("Lessor Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following:
- (1) Lessee's noncompliance with, or violation of, any Environmental Law, including any covenant, warranty or representation set forth in Section 6, with regard to the Leased Premises and/or its performance under this Agreement.
- (2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance or other condition created by Lessee, its employees, officers, agents, representatives, contractors, invitees, guests and/or assigns, at or around the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessee, its employees, officers, agents, representatives, contractors, and/or assigns, after the Commencement Date.

(3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessee or Lessee's employees, officers, agents, representatives, contractors, guests, assigns or invitees.

c. Except as otherwise expressly provided above, the Party seeking to enforce an indemnity obligation pursuant to this Section 6 shall have the burden of demonstrating that such indemnity obligation rests with the other Party.

#### **8. Discharge of Liens**

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens ("Liens"). Lessee shall, whenever and as often as any such Liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable Notice and request in writing from Lessor, defend, indemnify and hold Lessor harmless, at Lessee's expense, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") arising out of any such Lien. If Lessee fails to procure the discharge as aforesaid of any such Lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor incurs in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after Notice from Lessor of the amount due.

#### **9. Taxes**

Lessee shall pay all taxes and assessments attributable to any pre-authorized improvement and/or personal property hereinafter placed or utilized on the Leased Premises.

## **10. Revisions and/or Terminations**

- a. Lessor may declare this Agreement terminated if Lessee should default in the payment of any obligations under this Agreement, or in the due performance of the obligations hereunder, and the default continues for a period of thirty (30) days after written Notice is given by Lessor to Lessee of the same. Further:
  - (1) Failure to comply with any part of this Agreement by Lessor or Lessee may be considered cause for revision, suspension, or termination.
  - (2) Revisions of this Agreement must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both Parties.
- b. Lessee may declare the Agreement terminated if Lessor is in material default of any of its obligations under the Agreement, including all warranties and covenants hereunder, and such default continues for a period of thirty (30) days after written Notice is given by Lessee to Lessor

## **11. Upon Termination**

Lessee agrees, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), that all materials shall be removed from the Leased Premises and the Premises be returned to the condition in which it was delivered to Lessee by Lessor on the Commencement Date. Lessee further agrees that, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good order as of the Commencement Date, natural wear and tear and loss or damage due to an act of God excepted.

## **12. Other Terms and Conditions**

Lessee covenants and agrees that it shall, throughout the Initial Term or any Renewal Term(s) of this Agreement be responsible for the payment of all utilities applicable to the operation and use of the Leased Premises by Lessee and shall further be responsible for the maintenance of all authorized improvements to or on the Leased Premises.

**13. Assignment/Subletting**

This Agreement and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

**14. Arbitration After Failure of Negotiations**

If any matter arises involving the performance or interpretation of this Agreement which the Parties are unable to settle by mutual agreement, and wherever this Agreement provides adjustments, changes or settlements by mutual agreement of the Parties and the Parties are unable to reach a mutually satisfactory agreement within a reasonable time, all such matters may, upon written approval by both Parties, be settled and determined by a Board of Arbitration consisting of three members-one member to be named by each of the Parties hereto and the third to be selected by the two so named. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be selected and named by the American Arbitration Association. If either Party fails to name and select its arbitrator within ten days after the Parties' approval of arbitration, such Party shall be deemed to have designated its chief executive officer as its arbitrator. The arbitration proceedings shall otherwise be conducted in accordance with the prevailing rules and regulations of the American Arbitration Association, and the findings and conclusions of a majority of said Board of Arbitration shall be binding on both Parties to this Agreement.

In the event that the Parties do not approve utilization of the above process for settling their disputes hereunder, any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of said Circuit Court for purposes of the same.

**15. Notices**

Any Notice by either Party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States

postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor:               Brown County Port and Solid Waste Department  
Dean Haen, Port Manager  
2561 S. Broadway Street  
Green Bay, WI 54304

If to Lessee:               Ted Hansen  
General Manager  
Greenwood Fuels WI LLC  
600 Liberty Street  
Green Bay, WI 54304

**16. Binding Effect**

The terms and covenants contained in this Agreement (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

**17. Governing Law**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

**18. Severability**

If any term, covenant, condition or provision of this Agreement or the application thereof to any Party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**BROWN COUNTY  
PORT & SOLID WASTE DEPARTMENT**

**GREENWOOD FUELS WI LLC**

By \_\_\_\_\_  
**Troy Streckenbach, Brown County Executive**

By: \_\_\_\_\_  
**Ted Hansen, General Manager**

By \_\_\_\_\_  
**Sandy Juno, Brown County Clerk**



June 19, 2013

**TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS**

Ladies and Gentlemen:

**RESOLUTION TO LEASE SIX ACRES OF LAND AT 3800 HERITAGE ROAD TO  
FORWARD VISION ENVIRONMENTAL**

WHEREAS, the county owns 133 acres located at 3800 Heritage Road in the City of De Pere; and

WHEREAS, a total of 50 acres of the property are currently known as the Brown County East Landfill; and

WHEREAS, Forward Vision Environmental is interested in a short-term lease of 6 acres in the northeast corner of the property for storage & recycling of residentially derived asphalt shingles at a rate of \$8,000/year for the first 4,000 tons and \$2/ton for every ton above and beyond 4,000 tons annually; and

WHEREAS, Brown County has a Wisconsin Department of Natural Resource requirement to care for the East Landfill for 40 years to maintain the Landfill and its infrastructure; and

WHEREAS, Forward Vision Environmental is agreeable to the terms contained in the attached addendum lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached addendum lease agreement with Forward Vision Environmental.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
Troy Streckenbach,  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by: Port & Solid Waste Department & Corporation Counsel

Final Draft Approved by Corporation Counsel

**Fiscal Impact:** This Resolution does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEESE	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

**PORT AND SOLID WASTE DEPARTMENT**

*Brown County*

2561 SOUTH BROADWAY  
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN HAEN

DIRECTOR

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** April 19, 2013  
**REQUEST TO:** Planning, Development and Transportation Committee  
**MEETING DATE:** May 20, 2013  
**REQUEST FROM:** Dean R. Haen, Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution to Lease six Acres of Land At 3800 Heritage Road, De Pere WI 54115

**ISSUE/BACKGROUND INFORMATION:**

Opportunity to lease 6 acres of land for \$8,000/year for the first 4,000 tons then \$2/ton above 4,000 tons.

**ACTION REQUESTED:**

Approval

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

Is there a fiscal impact? ☒ Yes ☐ No

a. If yes, what is the amount of the impact? \$8,000 annually

b. If part of a bigger project, what is the total amount of the project? \$ 0

c. Is it currently budgeted? ☐ Yes ☒ No

1. If yes, in which account?

2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

## **Addendum to Brown County Standard Contract**

### **Service Description, Shingle Recycling at Transfer Station and RFQ 1580**

This Addendum dated April 16, 2013, is hereby agreed to by and between Brown County Port & Solid Waste Department (Lessor) and Forward Vision Environmental (Lessee) (collectively "Parties") and shall be incorporated into and become a part of the original Lease Agreement dated July 16, 2012 (Lease Agreement).

WHEREAS, the Parties entered into a Lease Agreement for a three (3) year term commencing July 16, 2012; and,

WHEREAS, the Parties desire to add this addendum to that Lease Agreement; and,

WHEREAS, Lessee desires to lease the East Landfill to expand the Shingle Recycling Program (Program) to the East Landfill located at 3800 Heritage Road, DePere, Wisconsin; and,

WHEREAS, Lessor operates the East Landfill and desires to lease a portion of the Landfill for Lessee's needs for asphalt shingle recycling.

NOW THEREFORE, in consideration of the mutual covenants and promises stated below the parties agree as follows:

**1. Original contract term:** The Lease Agreement is for a three (3) year term commencing July 16, 2012, and running through June 30, 2015, with the option to renew said Lease Agreement for two (2) additional one (1) year Renewal Term. It is the intent of the Parties that this Addendum expands the Shingle Recycling Program (Program) to the East Landfill (Leased Premises) and shall be incorporated into the Lease Agreement encompassing the same terms as the original Lease Agreement.

#### **2. Lessor's Responsibilities:**

- a. Lessor shall approve in writing the leasing of approximately 8,000 square feet of its East Landfill located at 3800 Heritage Road, DePere, Wisconsin, prior to this Addendum becoming effective and Lessee utilizing any part of the property.
- b. Lessor will supply a power pole and utility meter in an "as is" state, for use by Lessee.
- c. Lessor shall invoice Lessee monthly for 1/12 of the annual lease payment plus two dollars (\$2) per incoming ton in excess of four thousand (4,000) tons annually.
- d. Lessor & Lessee shall both share their delinquent account list with each other. Delinquent accounts shall not be allowed to go directly to the other shingle recycling location.

#### **3. Lessee's Responsibilities:**

- a. Lessee desires to lease approximately eight thousand (8,000) sq. ft. from Lessor at the East Landfill, 3800 Heritage Road, DePere, Wisconsin for asphalt shingle recycling.
- b. If Lessee desires to modify the power pole or to increase power or utilities, Lessee shall do so at Lessee's sole expense and in accordance with all federal, state and local laws. All utility costs related to the power pole and meter(s) shall be invoiced to Lessee at Lessee's sole expense.
- c. Lessee shall pay a minimum lease rate of eight thousand dollars (\$8,000) per year to lease the premises at the East Landfill. The first four thousand (4,000) incoming tons are included in the minimum lease rate. Lessee shall pay two dollars (\$2) per incoming ton in excess of four thousand (4,000) tons per year.
- d. Lessee shall pay the invoice within thirty (30) days from the date of invoice. If Lessee fails to pay in full within the thirty (30) days, Lessor reserves the right to refuse any future shipments from Lessee until payment is received in full for any amounts due and owing, and may require payment in advance of accepting shipment.
- e. Lessee shall provide the scale, scale operator, billing and all permits required by the Wisconsin Department of Natural Resources (WDNR), any other government entity and the Town of Ledgeview. Lessee shall provide a copy of all permits and agreements with the Town of Ledgeview, WDNR and any other government entity or department to Lessor within thirty (30) days of signing this Addendum.
- f. Lessee shall not make modifications, alterations or encumber the Leased Premises without the written consent and approval of Lessor. Upon approval by Lessor and prior to any modifications or alterations to the Leased Premises, Lessee, shall present a written plan to Lessor identifying the proposed modification or alteration. Such plans must be approved in writing by Lessor in advance of the initiation of such modification or alteration. Such work shall be done at the sole expense of Lessee without damage to the remaining portion of the East Landfill. Lessee shall provide Lessor with certification by all companies engaging in such activities to modify the Leased Premises that all work has been done in compliance with state and local codes, and done in a workmanlike manner. Such certification shall be provided in writing to Lessor at the address contained in the Original Contract. Lessee shall obtain security in the form of a performance bond in the amount necessary to complete any project, and shall be responsible for all lien waivers for any work being done on the Leased Premises. Lessee shall be required to carry insurance in amounts and terms required and approved by Lessor. Lessee shall abide by all the terms and conditions set forth by Lessor in their written approval to modify or alter the Leased Premises.
- g. At the end of the Lease Term, Lessee agrees to return the property to its original condition, unless Lessor indicates in writing to Lessee otherwise. All modifications or alterations constructed on the Leased Premises from and after Lessee's date of occupancy shall become the property of Lessor, unless Lessor demands removal by Lessee, then Lessee shall be responsible for removal within thirty (30) days at Lessee's sole cost and expense. If Lessee fails to remove the modifications or alterations after demand is made by Lessor, Lessor may remove and assess the costs to Lessee taking judgment against Lessee in the amount of said removal.

- h. This Addendum shall immediately terminates in the event the Lessee surrenders, vacates, abandons, or dispossesses the Leased Premises, and Lessee shall be responsible to pay for the remainder of the minimum lease rate per year for the entire contract term remaining.
  - i. Lessee shall pick-up all litter (plastic, wood, paper, nails, etc.) daily from the shingle recycling process. If Lessor's vehicles get a flat tire from a nail in the shingle recycling process, Lessee shall be responsible to pay for the cost of repair.
  - j. Lessee shall keep the Leased Premises neat and orderly. If Lessor is required to clean up after the Lessee, the cost of maintaining the Leased Premises will be paid to Lessor by Lessee. If Lessor notifies Lessee of refuse, the Lessee will be given 24 hours to pick up the refuse.
  - k. Lessee shall provide a lock and maintain the incoming and outgoing gates, and shall be responsible for any person(s) Lessee or its employees, agents, officers or assigns allow on the Leased Premises.
  - l. Lessee shall provide to Lessor the WDNR Exemption, Certificate of Insurance and Owner Financial Responsibility within thirty (30) days of signing this Addendum.
  - m. Lessee shall place shingles (sorted or dirty) only in areas designated by the Lessor.
  - n. Lessee shall provide their own bathroom, water, electricity, other utilities and office space.
  - o. Lessee shall insure its employee is located on the premise during all open hours.
  - p. Lessee shall charge the same recycling rates established by Brown County at the Transfer Station at the East Landfill.
4. At the time of execution of this Addendum, Lessee shall pay to Lessor, the amount of two thousand dollars (\$2,000) as security to cover any nonpayment of rent or any damages to the Leased Premises by Lessee, its employees, officers, agents, assigns or invitees.
5. The provisions of this Addendum are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Addendum shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Addendum.
6. All parties have contributed to the drafting of this Addendum. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

7. The persons signing this Addendum warrant that they have been authorized to enter into this Addendum by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Addendum.

Forward Vision Environmental

Date

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Patrick R. Hoslet, Co-owner

Brown County Port & Solid Waste Department

Date

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Dean Haen, Director

Brown County

Date

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Troy Streckenbach, County Executive

60



## **BROWN COUNTY STANDARD CONTRACT**

**Service Description:** Shingle Recycling at Transfer Station

**Time of Performance:** Initial contract term is for three (3) years starting July 16, 2012 thru June 30, 2015 with the option of two (2) additional one (1) year renewals

**Total Amount of Contract:** Brown County to pay contractor \$25.00/ton for clean and dirty shingles thru 12/31/2012. All customers of Forward Vision Environmental LLC shall be required to use the Brown County scale during this time period to weigh material.

Starting 1/01/2013 Brown County to pay contractor \$15.00/ton for clean shingles and \$25.00/ton for dirty shingles. All material hauled in shall use the Brown County scale to weigh the material.

Contractor to pay Brown County \$700.00/month to lease 3000 square feet of outside space near the Transfer Station building.

The parties to this CONTRACT are Forward Vision Environmental LLC (hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance, schedules and invoices will be approved by: Chad Doverspike

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.



1. **REQUIREMENTS:** The CONTRACTOR is required to
  - A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
  - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
  - C. Comply with time schedules and payment terms.

2. **SCOPE OF SERVICES:** Reference RFB 1580 for project details and attachments.

CONTRACTOR and its subcontractors agree to fulfill all obligations described in County's RFB for Project 1580.

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be made after completion and acceptance of the project by Brown County. Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

**Payment Schedule**

***For Payments to Contractor: Net 30 days from receipt of a properly completed invoice.***

***For Lease Payments by Contractor to Brown County: Must be paid by the 1<sup>st</sup> day of each month.***

4. **REPORTS:**
  - A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.
  - B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
  - C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** - The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3., Specific Conditions of Payment Section 66.0135. Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section 22.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

7. **DISPUTES:** In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or his/her designee prevails.

8. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees,

where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

**9. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

**10. SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

**11. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

**12. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 24. The written notice shall be provided to the CONTRACTOR at least thirty (30) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

**13. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

**14. WAIVER:** One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**15. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**16. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

**17. RECORDS:**

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

**18. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

**19. NON-DISCLOSURE:**

- A. **Acknowledgment of Confidential Relationship** - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.
- B. **Use and Disclosure of Confidential Information.** CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. **Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. **Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to Brown County and CONTRACTOR will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

**20. CONFLICT OF INTEREST:**

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections 20, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

**21. DISCRIMINATION PROHIBITED:**

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**22. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

- C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

**23. FORCE MAJEURE:**

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

**24. OTHER PROVISIONS:**

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.
- C. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or terminated, the County may terminate this contract by providing forty-five (45) days written notice to CONTRACTOR.

**25. NOTICES:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

Forward Vision Environmental LLC  
3188 Manitowoc Rd.  
Green Bay, WI 54311

And to the COUNTY at:

Brown County Purchasing  
305 E. Walnut Street, 5<sup>TH</sup> Floor  
PO Box 23600  
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by  
"Regular Mail" and deemed delivered upon receipt by the addressee.

<p><b>BROWN COUNTY PURCHASING</b></p> <p>Dale C. DeNamur, Buyer</p> <p>Signature: <u>Dale C. D. DeNamur</u></p> <p>Date: <u>7-30-12</u></p> <p><b>BROWN COUNTY PORT &amp; SOLID WASTE</b></p> <p>Dean Haen, Interim Director</p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>7-17-12</u></p> <p><b>BROWN COUNTY EXECUTIVE</b></p> <p>Troy Streckenbach, County Executive</p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>7/31/12</u></p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: <u>Forward Vision Environmental</u></p> <p>Address: <u>3188 Manitowoc Rd</u></p> <p>City/State: <u>Green Bay WI</u></p> <p>Zip Code: <u>54311</u></p> <p>Printed Name: <u>Patrick R. Hoslet</u></p> <p>Signed Name: <u>Patrick R. Hoslet</u> (Required)</p> <p>Title: <u>Co Owner</u></p> <p>Date: <u>7-12-12</u></p> <p><b>Distribution:</b></p> <p>Original – Purchasing Copy – Contractor(s) Copy – Responsible Department(s)</p>
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## BUDGET ADJUSTMENT REQUEST

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Category 1	Reallocation from one account to another <u>within</u> the major budget classifications.	Department Head
<input type="checkbox"/> Category 2	<input type="checkbox"/> a. Change in Outlay not requiring the reallocation of funds from another major budget classification. <input type="checkbox"/> b. Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.	County Executive County Board
<input type="checkbox"/> Category 3	<input type="checkbox"/> a. Reallocation between budget classifications other than 2b or 3b adjustments. <input type="checkbox"/> b. Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services.	County Executive County Board
<input type="checkbox"/> Category 4	Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund)	County Board
<input checked="" type="checkbox"/> Category 5	Increase in expenses with offsetting increase in revenue	County Board

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	650.078.303.4301	Cat Island NRDA Federal Grant Rev	402,472
<input checked="" type="checkbox"/>	<input type="checkbox"/>	650.078.303.4302	Cat Island Harbor Assistance State Grant	4,044,129
<input checked="" type="checkbox"/>	<input type="checkbox"/>	650.078.303.9004	Cat Island Intrafund Transfer In-Harbor Fees	485,386
<input checked="" type="checkbox"/>	<input type="checkbox"/>	650.078.303.5300	Cat Island Supplies	5,455,198
<input type="checkbox"/>	<input checked="" type="checkbox"/>	650.078.303.5700	Cat Island Contracted Services	450,211
<input type="checkbox"/>	<input checked="" type="checkbox"/>	650.078.303.9005	Cat Island Intrafund Transfer Out-Wages	73,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	650.078.001.9004	Port Operations Intrafund Transfer In-Wages	73,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	651.078.001.9005	Harbor Fees Intrafund Transfer Out	485,386

## Narrative Justification:

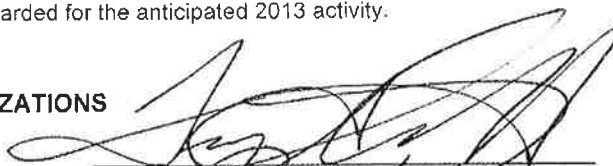
In previous year's, Port was awarded a WI Harbor Assistance Program Grant and US Fish & Wildlife/NRDA Grant to partially fund Brown County's Cat Island Project. While the award period for these grants span over several fiscal years, the project is progressing much faster than anticipated. In addition to the grant awards, Brown County's match requirement is to be met with a transfer of Harbor Fee funds. This adjustment is to increase and reallocate the project expenses and corresponding grant revenue awarded for the anticipated 2013 activity.

  
 Signature of Department Head

Department: Port & Solid Waste

Date: 5-1-13

## AUTHORIZATIONS

  
 Signature of Executive

Date: 5/2/13

**Director's Report**  
**Port and Solid Waste Department**  
**May 20, 2013**

- **Renard Island Closure** – Work underway with the WDNR and Corps to develop a contract for completing all WDNR required closure activities this upcoming winter. Effort will involve a closure date extension request and request to change other DNR approval conditions that are considered unnecessary during winter construction. Discussion will also begin to address the removal or transfer of ownership of the causeway. Eventually the ultimate end use of the island will need to begin. Retained consultant is evaluating the possibility of receiving Natural Resource Damages (NRD) funds from the Fox River Clean-up responsible parties.
- **Cat Island Chain Restoration Project** - Project is 20% below cost and effort is underway to utilize existing state and federal funds to construct the future off-loading facility now. Baseline research is being conducted UW-Green Bay to establish current conditions and assist in determining future benefits derived from the project. Construction conditions are dry and causing some dust issue that are being addressed by the Corps.
- **2<sup>nd</sup> shift at the BOW Single Stream Recycling Facility** – contract with Advanced Disposal Systems is being negotiated. Capital investment for a 2<sup>nd</sup> baler and optical sorter is being created. Outagamie County table of organization for additional staffing is also in the process of being approved.

June 19, 2013

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO AUTHORIZE THE PARTICIPATION OF BROWN COUNTY IN  
FORMING A BAY-LAKE REGIONAL LOAN FUND**

WHEREAS, the State of Wisconsin Department of Commerce (now WEDC) developed an initiative that seeks to consolidate the local CDBG Business Revolving Loan Funds that exist in Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan counties in the Bay-Lake region into a regional loan fund; and

WHEREAS, the proposed consolidation is in Brown County's economic interest as it will provide a more effective financing program that will remove existing federal regulations, open up the funds to more businesses and projects, streamline fund management, and relieve individual communities of administrative and legal responsibilities; and

WHEREAS, Brown County has reviewed the Bay-Lake Regional Loan Fund draft manual; has considered the advantages and disadvantages of participation; and recommends Brown County participation in forming a Bay-Lake regional loan fund; and

WHEREAS, the Bay-Lake regional loan fund will implement a regional strategy that encourages local governments to work together, streamlines the management of RLFs, and improves local capacity for economic development.

NOW, THEREFORE BE IT RESOLVED, that the Brown County Board agrees to participate with Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan Counties to form a Bay-Lake regional loan fund.

BE IT FURTHER RESOLVED, that the Brown County Board authorizes the Brown County Executive to sign and execute all necessary documentation to complete said participation on behalf of Brown County.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

Approved By:

\_\_\_\_\_  
Troy Streckenbach,  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authorized by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEESE	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

## PLANNING COMMISSION



305 E. WALNUT STREET, ROOM 320  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600

**CHUCK LAMINE, AICP**

PHONE (920) 448-6480 FAX (920) 448-4487  
WEB SITE [www.co.brown.wi.us/planning](http://www.co.brown.wi.us/planning)

PLANNING DIRECTOR

### RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** May 10, 2013  
**REQUEST TO:** Planning, Development & Transportation Committee  
**MEETING DATE:** May, 20, 2013  
**REQUEST FROM:** Chuck Lamine  
Planning Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution to Authorize the Participation of the Brown County Economic Development Revolving Loan Fund in Forming a Bay-Lake Regional Loan Fund

### ISSUE/BACKGROUND INFORMATION:

To authorize Brown County's participation in a regional (eight county Bay-Lake Region) Economic Development Revolving Loan Fund (RLF) program. Brown County would transfer the existing Brown County Economic Development RLF program portfolio and available fund balance to the regional RLF loan entity. Brown County will have representation on the board of directors for the regional RLF entity. Smaller loans of less than \$250,000 could still be authorized at the county level. Participation in the regional RLF program will enable larger business loans as well as access to a larger pool of loan funds. Participation would also enable the de-federalization of the funds which will reduce some of the burdensome regulatory requirements and enable greater flexibility in the use of the funds for economic development purposes. Staff of Advance and the City of De Pere in addition to the Brown County Planning Director participated in monthly meetings to discuss the regional RLF proposal. In addition to Brown County the City of DE Pere and the Village of Howard have community RLF programs. In order for the communities to participate in the regional RLF program the resolution must be approved by Brown County.

### ACTION REQUESTED:

Recommendation by the Planning, Development & Transportation Committee to the Brown County Board for Approval of the Resolution to Authorize the Participation of the Brown County Economic Development Revolving Loan Fund in Forming a Bay-Lake Regional Loan Fund

### FISCAL IMPACT:

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? Transfer of the existing Brown County RLF loan portfolio as well as the available RLF program funds (non-levy funds) of approximately \$500,000 to the regional RLF program.
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_

2. If no, how will the impact be funded? The source of funds for the loan portfolio and the available funds were originally state grants to Brown County of federal CDBG-Economic Development funds that were loaned to businesses and repaid. Existing funds would be transferred to the regional RLF program. Financial monitoring responsibilities and expenses would be taken on by the regional RLF entity.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

June 19, 2013

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION IN FAVOR OF FREEZING RENEWABLE ENERGY  
REQUIREMENTS AT THE 2011 LEVEL**

WHEREAS, under current law, a retail electric utility or cooperative (electric provider) is subject to certain requirements for ensuring that, in a given year, a specified percentage of the electricity that the electric provider sells to retail customers or members is derived from renewable energy; and

WHEREAS, the utilities and cooperatives were given a baseline percentage with which to comply; and

WHEREAS, in 2010, an electric provider was required to increase its percentage of renewable energy sold to two percentage points above its baseline renewable percentage; and

WHEREAS, in 2011 to 2014, an electric provider is required to ensure that its percentage of renewable energy sold does not decrease below the percentage required in 2010; and

WHEREAS, in 2015, an electric provider is required to increase its percentage of renewable energy sold to six percentage points above its baseline renewable percentage; and

WHEREAS, in 2016, and each year thereafter, an electric provider is required to ensure that its percentage of renewable energy sold does not decrease below the percentage required in 2015; and

WHEREAS, a proposal has been submitted which will freeze the renewable energy requirements at the 2011 levels, and this resolution favors such a freeze.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors favors freezing the renewable energy requirements at the 2011 levels.

BE IT FURTHER RESOLVED, that Brown County Clerk be directed to forward a copy of this resolution to all Wisconsin Counties and the Wisconsin Legislature.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

Approved By:

\_\_\_\_\_  
Troy Streckenbach,  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.



BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

PUBLIC WORKS DEPARTMENT

*Brown County*

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GREEN BAY, WISCONSIN 54303  
PHONE (920) 492-4925 FAX (920) 434-4576  
EMAIL bc\_highway@co.brown.wi.us

PAUL H. VAN NOIE  
DIRECTOR

**PLANNING, DEVELOPMENT & TRANSPORTATION  
COMMITTEE MEETING**

MAY 20, 2013

***PUBLIC WORKS DEPARTMENT  
AGENDA ITEMS***

1. Summary of Operations.
2. Director's Report.

## **Brown County Public Works Department**

Management Discussion and Analysis of Operations

Period Ended 4/30/2013

### **Summary of the Operations for Public Works**

The Highway Operations of the Public Works Department are performing better than anticipated with positive variances in most areas. The Facilities Management Operations have improved since last month now showing a positive year-to-date variance.

### **Highway**

#### **660 Fund:**

For April 2013 we are reflecting a positive variance of \$22,591 and an estimated positive year-to-date variance of \$231,617.

For April 2013, "Intergovernmental Revenues" had a positive variance of \$144,203; with both state and local municipalities' revenues higher than normal due to the continued winter conditions in April as well as starting the spring/summer activities.

"Miscellaneous Revenue" has a negative variance for the month of April of \$1,020,575 which is primary due to Capital Projects. At this time, there is very little activity on Capital Projects. We anticipate this negative variance in "Miscellaneous Revenue" to be offset in future periods as the work on Capital Projects increase.

The reduction in the above "Miscellaneous Revenue" is offset by a corresponding reduction in operating expenses, interdepartmental charges, and personnel costs.

#### **240 Fund:**

When comparing budget-to-actual results, we planned on using \$611K of reserve funds for the year 2013 compared to the estimated actual usage of reserve funds of \$638K. For 2013 we are at 140.64% of the "Apply Chloride" (salt) budget and 115.06% of the "Blading and Plowing" budget which increased from March due to continued winter activities in April. Total county maintenance budget spent to date is 56.86%. However, the Public Works Department has been doing better than budgeted in the other Maintenance categories and has come in under budget in Surface Maintenance, Trash Pickup, and Traffic Signal Maintenance in the last few years. Therefore, remaining budget appears to be adequate for the remainder of 2013 and we will continue to monitor as the remaining months of 2013 unfold.

#### **400s-Capital Projects:**

For the Highway's Capital Project Funds we are anticipating a fund increase of \$1,157,700.86 which is primarily attributable to the savings from the projects completed in 2012. The anticipated fund increase went down slightly due to additional expenses on some of the completed projects from 2012 as well as using the budget we had remaining from project EE-14 to add a new project, EB-31. This project was not in the schedule of projects for 2013, but needed to be added due to the severity of the condition of that road. Public Works intends to apply \$978K of the savings to future projects to lesson future levy and bonding requirements.

Attached are the April 2013 Budget-to-Actual comparisons for the Highway Division of Public Works. Also, please find a Financial Summary for Road Maintenance through April 30, 2013, which is included in the aforementioned summary.

**BROWN COUNTY PUBLIC WORKS DEPARTMENT  
HIGHWAY FINANCIAL SUMMARY  
Month Ending April 30, 2013**

**660 Fund**

	April 2013 Budget	April 2013 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue	251,507	395,710	144,203	1,071,233	2,187,819	1,116,586	3,400,000	2,187,819	64%
Public Charges	2,589	1,952	(637)	11,027	6,696	(4,330)	35,000	6,696	19%
Miscellaneous Revenue	1,462,090	441,515	(1,020,575)	5,848,360	2,730,020	(3,118,340)	17,545,074	2,730,020	16%
Other Financing Sources-Trans	50,917	50,917	(0)	203,667	203,667	(1)	611,000	203,667	33%
<b>Total Revenues</b>	<b>1,767,103</b>	<b>890,093</b>	<b>(877,010)</b>	<b>7,134,288</b>	<b>5,128,203</b>	<b>(2,006,086)</b>	<b>21,591,074</b>	<b>5,128,203</b>	<b>24%</b>
Personnel Cost	554,782	506,802	(47,980)	2,219,127	2,383,931	164,804	6,657,380	2,383,931	36%
Operating Expenses	1,214,861	369,935	(844,926)	4,859,444	2,463,639	(2,395,805)	14,578,333	2,463,639	17%
Interdepartmental Charges	29,613	22,917	(6,696)	118,454	111,753	(6,701)	355,361	111,753	31%
Other Financing Uses-Trans	-	-	-	-	-	-	-	-	0%
<b>Total Expenses</b>	<b>1,799,256</b>	<b>899,654</b>	<b>(899,602)</b>	<b>7,197,025</b>	<b>4,959,322</b>	<b>(2,237,703)</b>	<b>21,591,074</b>	<b>4,959,322</b>	<b>23%</b>
Property Taxes	-	-	-	-	-	-	-	-	0%
Increase (Use) of Fund Balance	(32,153)	(9,562)	22,591	(62,737)	168,880	231,617	-	168,880	

**240 Fund**

	April 2013 Budget	April 2013 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue	-	-	-	1,124,855	1,124,855	-	4,002,000	1,124,855	28%
Property Taxes	14,583	14,583	0	58,333	58,333	0	175,000	58,333	33%
<b>Total Revenues</b>	<b>14,583</b>	<b>14,583</b>	<b>0</b>	<b>1,183,188</b>	<b>1,183,188</b>	<b>0</b>	<b>4,177,000</b>	<b>1,183,188</b>	<b>28%</b>
CTH Maintenance	450,958	304,225	(146,733)	1,559,707	2,158,253	598,546	3,796,000	2,158,253	57%
Bridge Aid & Hwy Construction	31,750	1,828	(29,922)	127,000	19,172	(107,828)	381,000	19,172	5%
Transfer Out	50,917	50,917	(0)	203,667	203,667	(0)	611,000	203,667	33%
<b>Total Expenses</b>	<b>533,625</b>	<b>356,969</b>	<b>(176,656)</b>	<b>1,890,374</b>	<b>2,381,092</b>	<b>490,718</b>	<b>4,788,000</b>	<b>2,381,092</b>	<b>50%</b>
Increase (Use) of Fund Balance	(519,042)	(342,386)	176,656	(707,186)	(1,197,903)	(490,717)	(611,000)	(1,197,903)	

**400s-Capital Projects**

Est CAP PROJ FUND BALANCE 4/30/13	11,912,417.09
Add Interest Income	1,649.36
Less Projects est costs yet	(10,568,159.73)
Less Payments To Debt Service	(186,556.50)
<b>Estimated Fund Increase</b>	<b>1,157,700.86</b>

**Main Contributors (Est Fund Increase)**

	Notes:
V-17	123,287.84 2008 Bond
AAA-16	450,586.78 Bond
C-18	314,942.63 Bond
N-15	156,845.14 Bond
K-16	55,776 Bond
<b>Total</b>	<b>1,101,438 95%</b>

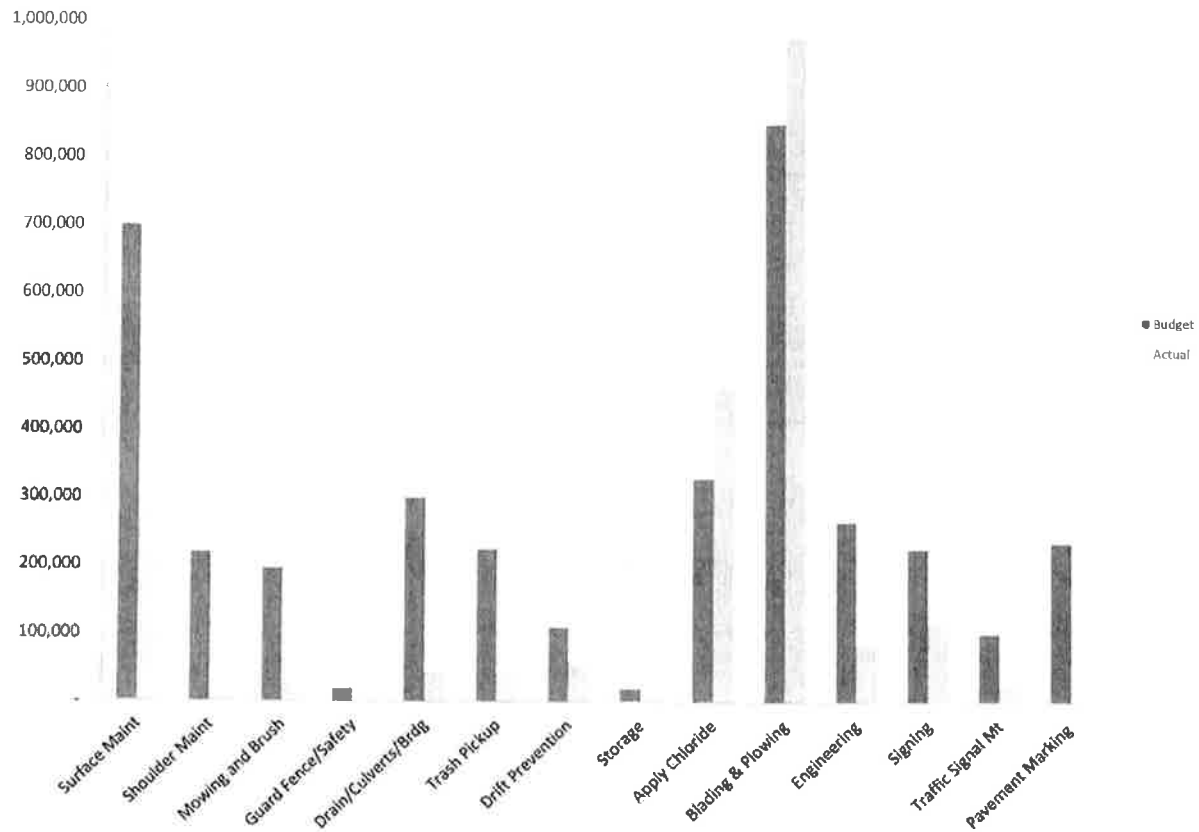
**Savings Applied**

EE-14	80,000.00 Budget	Used this budget to apply to EB-31 that we added to construction schedule this year.
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**BROWN COUNTY PUBLIC WORKS  
ROAD MAINTENANCE BUDGET TO ACTUAL-FUND 240  
AS OF 4/30/13**

	Budget	Actual	Remaining	Percentage Used
Surface Maint	700,000	302,201	397,799	43.17%
Shoulder Maint	220,000	10,023	209,977	4.56%
Mowing and Brush	196,000	32,567	163,433	16.62%
Guard Fence/Safety	20,000	1,758	18,242	8.79%
Drain/Culverts/Brdg	300,000	44,407	255,593	14.80%
Trash Pickup	225,000	41,568	183,432	18.47%
Drift Prevention	110,000	57,394	52,606	52.18%
Storage	20,000	6,667	13,333	33.33%
Apply Chloride	330,000	464,103	(134,103)	140.64%
Blading & Plowing	850,000	978,046	(128,046)	115.06%
Engineering	265,000	82,911	182,089	31.29%
Signing	225,000	114,554	110,446	50.91%
Traffic Signal Mt	100,000	21,819	78,181	21.82%
Pavement Marking	235,000	237	234,764	0.10%
<b>Total</b>	<b>3,796,000</b>	<b>2,158,253</b>	<b>1,637,747</b>	<b>56.86%</b>

**Budget to Actual-Maintenance**



## **Facilities**

As of April 30, we are showing a year to date (YTD) positive variance of \$93,765. Total revenues are up by 2% and expenses are down by 3%.

Although we have a positive variance in total revenue, "Miscellaneous Revenues" are down by 3.2% primarily due to the intra-county charges for maintenance and housekeeping at the Community Treatment Center (CTC). This revenue source is down due to reduced service work performed at CTC.

The reduction in Miscellaneous Revenues is offset by a corresponding reduction in personnel costs and operating expenses. However, contract services are running higher than anticipated due to contracting with a temp agency to compensate for vacancies. Also, certain professional services were needed for the demolition planning in regard to the vacated Mental Health Center. These costs were not initially budgeted.

Attached are the Budget-to-Actual comparisons through April 30, 2013 for the Facilities Division of Public Works.

### **Staffing Summary:**

<b>HIGHWAY DIVISION</b>			<b>FACILITIES DIVISION</b>		
	Budgeted FTE's	Actual #FTE's		Budgeted FTE's	Actual #FTE's
Mgmt / Office	11.2	10.5 *	Mgmt / Office	6.16	6.1
Electrician	1	1	Fac Mechanic / Workers	18	16
Engineering	4	4	Housekeeping	18.5	16.5
Mechanical	11	11	Electrician	1	0
Laborers	65	60 *	Security	0.53	0
Parks	1.65	1.65	Summer Help	0.46	0
Summer Help	4	0			
<b>TOTAL</b>	<b>97.95</b>	<b>88.35</b>	<b>TOTAL</b>	<b>44.65</b>	<b>38.6</b>

\* 4 Full-time Highway Laborers and a 0.7 Clerk Typist II - Unfunded (Per Budget)

**BROWN COUNTY PUBLIC WORKS DEPARTMENT  
FACILITIES FINANCIAL SUMMARY-FUND 100  
Month Ending April 30, 2013**

	April 2012 Budget	April 2012 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue									
Public Charges	1,250	1,250	-	5,000	5,000	-	15,000	5,000	33%
Miscellaneous Revenue	54,023	54,373	350	216,092	217,569	1,477	648,277	217,569	34%
Other Financing Sources-Trans	100,370	86,829	(13,541)	401,478	366,498	(34,980)	1,204,435	366,498	30%
Total Revenues	-	-	-	85,637	85,637	-	85,637	85,637	0%
	155,643	142,452	(13,191)	708,207	674,704	(33,503)	1,953,349	674,704	35%
Personnel Cost									
Operating Expenses	212,860	184,512	(28,348)	851,440	792,356	(59,084)	2,554,319	792,356	31%
Interdepartmental Charges	136,283	122,546	(13,737)	545,134	475,359	(69,775)	1,635,401	475,359	29%
Outlay	7,155	4,621	(2,534)	28,620	33,951	5,331	85,860	33,951	40%
Other Financing Uses-Trans	3,283	-	(3,283)	13,130	9,390	(3,740)	39,390	9,390	0%
Total Expenditures	-	-	-	-	-	-	-	-	0%
	359,581	311,679	(47,903)	1,438,324	1,311,056	(127,268)	4,314,970	1,311,056	30%
Property Taxes	196,802	196,802	(0)	787,207	787,207	0	2,361,621	787,207	33%
Increase (Use) of Fund Balance	(7,136)	27,575	34,711	57,090	150,855	93,765	-	150,855	

**BROWN COUNTY  
PUBLIC WORKS DEPARTMENT  
Director's Report**

Below are a number of significant items I wish to report on for the Public Works Department as of 4/30/2013:

**FIRST QUARTER PROJECT HIGHLIGHTS:**

LIBRARY RENOVATION:

During 2012, PWD developed an assessment of the library maintenance needs (Product) that were substantially less than earlier projections developed by the Library Board. This work Product formed the basis for an approved repair program limited to \$1.5 million (Repairs).

In regard to the Repairs projects, PWD has initially focused on safety related repairs. Included in the initial group of projects was the replacement of the main switch gear, the replacement of the roof top condenser (not originally included as a safety item), repair of the elevators, and to carry out the arc flash testing. These projects were bid and approved in March (or earlier). PWD is awaiting delivery and installation of the switch gear. The roof condenser is now installed. The elevator repairs are in the contracting stage. The arc flash testing will take place when the main switch gear is installed.

The value included in the above referenced approved bonding for Repairs of \$1.5 million related to the selected items is \$739,200. However the bids approved for these same projects were \$400,976 which represents a savings of \$338,424.

These safety projects, along with the pavement repair, should be completed over the coming summer months.

MENTAL HEALTH CENTER (MHC):

Projections that were used for the demolition of the MHC prior to 2013 ranged from \$2 million to \$2.25 million. PWD has outlined an approximate 8-phase demolition plan (Plan) for an estimated demolition expense of \$540,000 (this includes \$160,000 for replacing storage facilities contiguous to the MHC). The salvage value of the property subsequent to demolition is estimated at \$750,000. The approach offered by PWD leaves the County with an estimated net value of \$210,000.

In April, PD&T approved a hazardous waste abatement bid of \$119,000 which was projected in the above-referenced Plan at \$250,000. This is potentially a \$131,000 reduction in the Plan projected expense of \$540,000.

ROAD CONSTRUCTION:

PWD's goal moving forward is to provide the County's stakeholders safe, well-maintained Roads, as well as, properly serviced equipment and vehicles in a fiscally responsible manner.



Beginning in late 2012, PWD began a review of CIP's set out for 2013 and beyond.

The most significant road work for 2013 includes GV-10, GV-11, PP-15, and EB-31. Project GV-11 construction will begin in May 2013. The Village of Bellevue will fund the entire project in 2013 and Brown County will contribute its share of the project in 2014. This project was originally scoped (prior to the current staff) and valued at \$5.6 million. Design changes that were brought forward and agreed to by the municipality reduced the total project cost to \$3.25 million or cost avoidance to the County of \$1.175 million.

Project GV-10 construction will be delayed to late 2013 with completion in 2014. The original scoped estimate was \$6.2 million. Design changes have now reduced the estimate to approximately \$5.6 million, which represents cost avoidance to the County of \$300,000.

Project PP-15 is currently planned for 2013; however the County is still waiting for signed municipal agreements, which may result in the project needing to be delayed to 2014. The originally scoped project was estimated at \$3.4 million, but design changes have reduced this estimate to approximately \$3 million for cost avoidance to the County of approximately \$200,000.

Originally scheduled for 2015, project EB-31 was estimated at \$3.1 million. However, this road is in such poor condition that the project will now be completed in 2013. Municipal agreements have been received reflecting the appropriate scoping and design of the road section that is now estimated at \$460,000. This is cost avoidance to the County of \$1.1 million, but more importantly, this addresses a need that has been ignored for several years.

The above total cost avoidance to the County is \$2.775 million.

## **TWELVE-HOUR DAYS.**

Highway Division. Reports attached indicate employees that have worked 12 hours or more in a single shift for the month of April 2013.

As shown on this 12+ shift list, there were a total of 6 days whereby employees worked an average of 12.76 hours for a total of 689.25 hours. These extended shifts are related to snow/ice events, sign control and shop labor during snow/ice events.

NOTE: With the ending of the snow/ice season, the 12-hour shifts should decrease substantially over the upcoming months.

Facility Management Division. Reports attached indicate employees that have worked 12 hours or more in a single shift for the month of April 2013.

**Public Works - Highway Division**  
**12-Hour Work Days**  
**4/1 - 4/30**

DATE	EMPLOYEE	OPERATION PREFORMED	HOURS WORKED
4/10/2013	Allen, Chad	Holland plow (2) state bridge (9) shop (1)	12
4/10/2013	Allen, Chris	state: plow (9.25) spot repair (4)	13.25
4/10/2013	Beaupre, Jim	shop	12.5
4/10/2013	Buhr, Mike	state: plow (8) spot repair (3) county plow (2)	13
4/10/2013	Jim Burkel	State accident (2), cty sign (8.5) GV-11 sign (1), state sign (.5)	12
4/10/2013	Cisler, Mike	plow: state (5.5) county (4) Green Bay (3.5)	13
4/10/2013	Dixon, Darrell	state plow	13.25
4/10/2013	Doucha, Dean	county: plow (9.5) surface (3)	12.5
4/10/2013	Drewiske, Jerry	county: plow (8.75) surface (4)	12.75
4/10/2013	Giese, Jon	county plow (8) building (3) state bridge (2.5)	13.5
4/10/2013	Gussert, Tim	plow: county (10) Wrightstown (1.5) county surface (1.5)	13
4/10/2013	Ignatowski, Paul	state: plow (8.25) spot repair (3) litter (2)	13.25
4/10/2013	Johnson, Jason	county plow	12.25
4/10/2013	Kaminski, Chad	state plow	12.5
4/10/2013	Kane, Kurt	Wrightstown plow (8) county surface (4.5)	12.5
4/10/2013	Karbon, Dan	plow: county (9.25) Eaton (1.5) county surface (3)	12.75
4/10/2013	Kielpikowski, Dennis	county: plow (8) surface (5)	13
4/10/2013	Kilgore, Shawn	state plow (9) Green Bay plow (3)	12.5
4/10/2013	Kollross, Cory	state plow	13
4/10/2013	LeGrave, Steve	Green Bay plow (8.75) Equipment Repair (4)	12.75
4/10/2013	Linskens, Joe	state: plow (9.5) litter (4)	13.5
4/10/2013	Little, Bob	state plow	12.75
4/10/2013	Loritz, Nancy	state: plow (10) litter (3)	13
4/10/2013	Maus, Todd	state accident (5) Wrightstown sign (1.5) state sign (1) county sign (4.5)	12
4/10/2013	Messerschmidt, Bill	state plow	13.25
4/10/2013	Noe, Terry	county plow (9.25), buildings (3.5)	12.75
4/10/2013	Sausen, Jim	county plow (8.75) patch (4)	12.75
4/10/2013	Scray, Norb	county plow (3.5) state: plow (5) patch (4.5)	13
4/10/2013	Sell, Andy	state accident (5) Wrightstown sign (1.5) state sign (1) county sign (4.5)	12
4/10/2013	Sequin, Scott	county plow (10.25) patch (3)	13.25
4/10/2013	Shimanek, Steve	Eaton plow (4.5) New Denmark plow (4.5) county surface (3.5)	12.5
4/10/2013	Smits, Mike	county plow (9) surface (4)	13
4/10/2013	Sperberg, Mark	county plow (10) surface (3)	13
4/10/2013	Sticka, John	state plow (6) county plow (7)	13
4/10/2013	Sweemer, Steve	shop	12
4/10/2013	Thibodeau, Larry	state: plow (11.25) patch (2)	13.25
4/10/2013	Umentum, Matt	state plow	13
4/10/2013	VanDeHei, Jamie	state plow (6.5) county plow (6.25)	12.75
4/10/2013	VandeHey, Tom	county plow (10) surface (2.75)	12.75
4/10/2013	VandenElsen, Joe	county plow (10) drainage (2.75)	12.75
4/10/2013	VandenElzen, Ken	state plow (10) state litter (3)	13
4/10/2013	Welsing, Jay	state plow	12.75
4/10/2013	White, Dan	county: plow (9.75) surface (3)	12.75
4/10/2013	Zelton, Brian	Rockland plow (6) county surface (6.5)	12.5
4/11/2013	Linskens, Joe	state litter (10) state plow (2.25)	12.25
4/11/2013	Thibodeau, Larry	state: accident (3), plow (5.25) patch (4)	12.25
4/12/2013	Beaupre, Jim	shop	12
4/12/2013	Linskens, Joe	state: plow (14) litter (3)	17
4/12/2013	VandenElzen, Ken	state plow (9.25) litter (4)	13.25
4/18/2013	Maus, Todd	state sign (2.5) county sign (7.5) state accident (2)	12
4/29/2013	Curl, Todd	shop	12
4/29/2013	Huguet, Bob	shop	12
4/29/2013	Raisleger, Dale	Engineering	12
4/30/2013	Beaupre, Jim	shop	12

**PUBLIC WORKS  
FACILITY MANAGEMENT DIVISION  
12-HOUR WORK DAYS  
4/1/13 thru 4/30/13**

DATE	EMPLOYEE	OPERATION PERFORMED	# HOURS WORKED
4/21/13	Dave Winters	CTC Maintenance - Cover 2 <sup>nd</sup> shift for a current vacant position.	16.0
3/30/13	Bill Bodilly	CTC Maintenance - Cover 2 <sup>nd</sup> shift for a current vacant position.	16.0